



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

January 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS
PUBLIC WORKS FACILITIES
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Armed and Unarmed Security Services for Various Public Works Facilities in the annual sum not to exceed \$902,000 to Akal Security, Inc., located in Espanola, New Mexico, with a local office in Santa Fe Springs, and direct the Mayor to execute the contract. This contract will be for a period of one year, commencing on February 1, 2006, with two 1-year renewal options, not to exceed a total contract period of three years. Funds are available from various Public Works' 2005-06 funds.

4. Delegate authority to the Director of Public Works to annually expend up to 15 percent of the annual contract sum for unforeseen additional work within the scope of the contract, if required.
5. Authorize the Director to renew this contract for each renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months, for the convenience of the County; or to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This service has been contracted since 1981. The purpose of this action is to continue contracting for this service. This contract is for armed and unarmed security services at our larger field facilities to prevent theft and/or vandalism of County property. The contractor will provide trained security personnel for the purpose of securing these field facilities, controlling egress and ingress at the facilities, and preventing individuals or groups from committing illegal acts, which could be injurious to others and/or lead to the destruction of property. The scope of work includes overnight security coverage during the week and around-the-clock coverage on the weekends.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County's Strategic Plan Goals of Service Excellence and Organizational Effectiveness. This contract improves internal operations through the utilization of this contractor's specialized expertise to provide this service accurately, efficiently, timely, cost-effectively, and in a responsive manner.

FISCAL IMPACT/FINANCING

The contract is for an annual amount not to exceed \$902,000, and this amount can be augmented by up to 15 percent annually for unforeseen, additional work within the scope of work of the contract. The additional funds provide for unanticipated needs, such as emergency security operations for national and local emergencies, threats to our employees, and as a short-term deterrent to occasional criminal activities at our smaller field facilities. These additional funds will not be expended without the Director's authorization. The annual amount is based on the price quoted by the contractor.

Financing for this service is included in various Public Works' 2005-06 funds (Road, Flood, Consolidated Sewer Maintenance District, Internal Service Fund). In addition, should an unanticipated need arise in other Public Works funds, we will finance this service from the appropriate fund source. Total annual expenditures for this service, however, will not exceed the contract amount approved by your Board, and services in other funds will not be ordered without the funding authorization of Public Works Financial Management Branch. There will be no impact on net County cost.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can continue to be more economically performed by an independent contractor than by County employees.

No cost-of-living adjustments will be granted under this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contract has been executed by the contractor and approved as to form by County Counsel.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the CEQA and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On October 26, 2005, Public Works solicited proposals from 206 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A), and an advertisement was placed in the Los Angeles Times.

On November 21, 2005, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. One proposal was incomplete, considered nonresponsive, and, therefore, disqualified for failure to submit the required bid bond. The remainder of the proposals having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, references, and labor/payroll record keeping. Labor law violations were found for the top two rated proposers, and final contractor selection was delayed while awaiting response from the State for records of labor law violations. These violations were forwarded to the County's Labor Law Assessment Team. Based upon the Team's review of both reported and not reported violations, the top rated proposer, Akal Security, Inc., received a 2 percent deduction from its score and the number two rated proposer, Securitas Security Services, Inc., received a 3 percent deduction from its score. As a result of these deductions, Akal Security, Inc., is still the highest rated proposer. Pursuant to County Code, Section 2.121.420, the highest scoring qualified proposer was also determined to be cost-effective. Based on this evaluation, it is recommended that this contract be awarded to the highest rated proposer, Akal Security, Inc.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and the services contract solicitation protest policy.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance as well as a performance bond have been obtained from the contractor.

As requested by your Board, the contractor has submitted a safety record, which, in our opinion, reflects that the activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

The Honorable Board of Supervisors
January 5, 2006
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

CONCLUSION

Enclosed are three copies of the Agreement. Upon approval, please return the Contractor Execute and Department Conform to this office. The original Board Execute should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

LG
P:\aspub\CONTRACT\Leticia\Security-Field\Security 2006\BOARD LETTER.doc

Enc. 5

cc: Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance

AGREEMENT FOR
ARMED AND UNARMED SECURITY SERVICES
FOR VARIOUS PUBLIC WORKS FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Akal Security, Inc., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: That the CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY and the CONTRACTOR'S Proposal filed with the COUNTY on November 21, 2005, hereby agrees to provide services as described in the attached specifications for Armed and Unarmed Security Services for Various Public Works Facilities, including, but not limited to, Exhibit A, Scope of Work.

SECOND: That this AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Contract Discrepancy Report; Exhibit F, Notice of Proposed Payment Adjustment; Exhibit G, Equipment Inventory, Damage, and Loss Liability; Exhibit H, Statement of Loss of County Security Equipment; Exhibit I, Performance Requirements Summary; and the CONTRACTOR'S Proposal, all attached hereto, and Addenda to the Request for Proposals, and are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the contract documents.

THIRD: That the COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the hourly rates set forth in Schedule of Prices in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$902,000, or such greater amount as the Board may approve.

FOURTH: That this Contract's initial term shall be for a period of one year commencing on February 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: That the CONTRACTOR shall bill for work performed at the hourly rates quoted in Form PW-2, Schedule of Prices. CONTRACTOR shall present monthly invoices in triplicate (original and two copies) for work performed under the scope of this Contract during the preceding month, based on the actual number of hours worked and the hourly

rates reflected in Form PW-2, Schedule of Prices. CONTRACTOR'S invoices shall clearly indicate this Contract number, the month, description of work, and employee monthly time reports. Invoices for any additional or emergency services requested by the Contract Manager, shall reflect the day(s) and type of service(s) and hour(s) required to perform the extra work. Public Works reserves the right to request additional information it may deem necessary on the invoices.

SIXTH: That Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: That in no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: That the CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: That the CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: That in the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms and conditions as reflected in this AGREEMENT, or in Exhibits A through I, inclusive, the COUNTY'S provisions shall control and be binding.

ELEVENTH: That the CONTRACTOR agrees in strict accordance with this Contract specifications and conditions to meet the COUNTY'S requirements.

TWELFTH: The CONTRACTOR shall provide a required faithful performance bond in a sum not less than \$250,000 payable to the County of Los Angeles, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of Power of Attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount

THIRTEENTH: That this Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

AKAL SECURITY, INC.

By _____
Its President

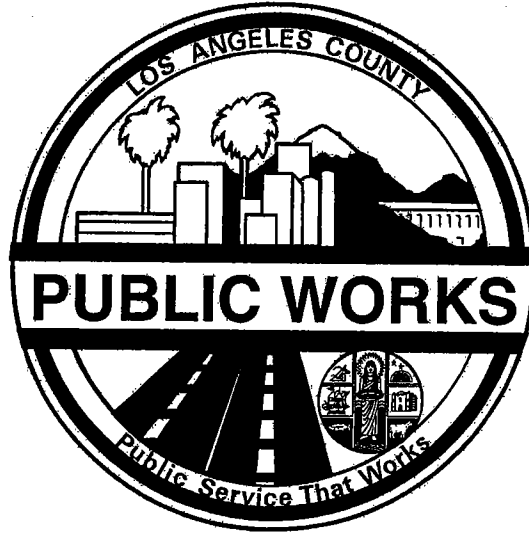
Type or Print Name

By _____
Its Secretary

Type or Print Name

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

AKAL SECURITY, INC.

FOR

ARMED AND UNARMED SECURITY SERVICES
FOR VARIOUS PUBLIC WORKS FACILITIES

TABLE OF CONTENTS

AGREEMENT FOR ARMED AND UNARMED SECURITY SERVICES

FOR VARIOUS PUBLIC WORKS FACILITIES

	PAGE
SAMPLE AGREEMENT	1-4
EXHIBIT A Scope of Work	A.1-25
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Headings.....	B.1
B. Definitions.....	B.1
C. Ambiguities or Discrepancies.....	B.2
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Assurance of Compliance with Civil Rights Laws.....	B.3
B. Conflict of Interest.....	B.3
C. Consideration of Hiring County Employees Targeted for Layoffs.....	B.3
D. Consideration of Hiring GAIN/GROW Employees.....	B.3
E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement.....	B.4
F. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	B.4
G. County Lobbyists.....	B.4
H. Nondiscrimination in Employment.....	B.4
I. County's Quality Assurance Plan.....	B.6
J. Notice to Employees Regarding the Federal Earned Income Credit..	B.6
K. Recycled-Content Paper Products.....	B.6
L. Disclosure of Information.....	B.6
M. Termination for Improper Consideration.....	B.7
N. Warranty Against Contingent Fees.....	B.7
O. Compliance with Laws.....	B.8
P. Legal Status of Contractor's Personnel at Facility.....	B.8
Q. No Payment for Services Following Expiration or Termination of Contract.....	B.8
R. Limitation of the County's Obligation Due to Non-appropriation of Funds.....	B.8
S. Gratuitous Work.....	B.9
T. Assignment.....	B.9
U. Subcontracting.....	B.9
V. Governing Laws.....	B.10
W. Notice of Delay.....	B.10
X. Record Retention and Inspection.....	B.10
Y. Validity.....	B.10
Z. Waiver.....	B.11

	AA. Default and Termination.....	B.11
	BB. Notification.....	B.14
	CC. Changes and Amendments of Terms.....	B.14
	DD. Confidentiality.....	B.15
	EE. Contractor's Charitable Activities Compliance.....	B.15
	FF. Record Retention and Inspection/Audit Settlement.....	B.15
Section 3	General Conditions of Contract Work	
	A. Labor.....	B.18
	B. Public Convenience.....	B.18
	C. Cooperation.....	B.18
	D. Care and Protection of Facilities.....	B.18
	E. Equipment, Labor, Supervision, and Materials.....	B.18
	F. Permits/Licenses.....	B.18
	G. Quality of Work.....	B.18
	H. Quantities of Work.....	B.19
	I. Cooperation and Collateral Work.....	B.19
	J. Authority of Public Works and Inspection.....	B.19
	K. Safety Requirements.....	B.19
	L. Public Safety.....	B.19
	M. Work Area Controls.....	B.19
	N. Transportation.....	B.20
	O. Storage of Material and Equipment.....	B.20
	P. Jobsite Safety.....	B.20
	Q. Labor Law Compliance.....	B.20
	R. Overtime.....	B.20
	S. Prohibition Against Use of Child Labor.....	B.20
Section 4	Indemnification and Insurance Requirements	
	A. Independent Contractor Status.....	B.22
	B. Indemnification.....	B.22
	C. Workplace Safety Indemnification.....	B.22
	D. General Insurance Requirements.....	B.23
	E. Compensation for County Costs.....	B.24
	F. Insurance Coverage Requirements for Subcontractors.....	B.24
	G. Insurance Coverage Requirements.....	B.25
Section 5	Contractor Responsibility and Debarment.....	B.27
Section 6	Contractor Employee Jury Service Program	
	A. Contract Subject to Jury Service Program.....	B.28
	B. Written Employee Jury Service Policy.....	B.28
Section 7	Local Small Business Enterprise Preference Program.....	B.30
Section 8	Safely Surrendered Baby Law Program	
	A. Notice to Employees Regarding the Safely Surrendered Baby Law..	B.31
	B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.....	B.31
Section 9	Compliance with Living Wage Program	
	A. Living Wage Program.....	B.32
	B. Payment of Living Wage Rates.....	B.32

C.	Contractor's Submittal of Certified Monitoring Reports.....	B.33
D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims.....	B.34
E.	County Auditing of Contractor Records.....	B.34
F.	Notifications to Employees.....	B.34
G.	Enforcement and Remedies.....	B.35
H.	Use of Full-Time Employees.....	B.36
I.	Contractor Retaliation Prohibited.....	B.37
J.	Contractor Standards.....	B.37
K.	Neutrality in Labor Relations.....	B.37

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Contract Discrepancy Report
EXHIBIT F	Notice of Proposed Payment Adjustment
EXHIBIT G	Equipment Inventory, Damage, and Loss Liability
EXHIBIT H	Statement of Loss of County Security Equipment
EXHIBIT I	Performance Requirements Summary

P:\aspub\CONTRACT\Leticia\Security-Field\Security 2006\TOC-AGREEMENT-PROP A.doc

AGREEMENT FOR
ARMED AND UNARMED SECURITY SERVICES
FOR VARIOUS PUBLIC WORKS FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Akal Security, Inc., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: That the CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY and the CONTRACTOR'S Proposal filed with the COUNTY on November 21, 2005, hereby agrees to provide services as described in the attached specifications for Armed and Unarmed Security Services for Various Public Works Facilities, including, but not limited to, Exhibit A, Scope of Work.

SECOND: That this AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Contract Discrepancy Report; Exhibit F, Notice of Proposed Payment Adjustment; Exhibit G, Equipment Inventory, Damage, and Loss Liability; Exhibit H, Statement of Loss of County Security Equipment; Exhibit I, Performance Requirements Summary; and the CONTRACTOR'S Proposal, all attached hereto, and Addenda to the Request for Proposals, and are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the contract documents.

THIRD: That the COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the hourly rates set forth in Schedule of Prices in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$902,000, or such greater amount as the Board may approve.

FOURTH: That this Contract's initial term shall be for a period of one year commencing on February 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: That the CONTRACTOR shall bill for work performed at the hourly rates quoted in Form PW-2, Schedule of Prices. CONTRACTOR shall present monthly invoices in triplicate (original and two copies) for work performed under the scope of this Contract during the preceding month, based on the actual number of hours worked and the hourly

rates reflected in Form PW-2, Schedule of Prices. CONTRACTOR'S invoices shall clearly indicate this Contract number, the month, description of work, and employee monthly time reports. Invoices for any additional or emergency services requested by the Contract Manager, shall reflect the day(s) and type of service(s) and hour(s) required to perform the extra work. Public Works reserves the right to request additional information it may deem necessary on the invoices.

SIXTH: That Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: That in no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: That the CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: That the CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: That in the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms and conditions as reflected in this AGREEMENT, or in Exhibits A through I, inclusive, the COUNTY'S provisions shall control and be binding.

ELEVENTH: That the CONTRACTOR agrees in strict accordance with this Contract specifications and conditions to meet the COUNTY'S requirements.

TWELFTH: The CONTRACTOR shall provide a required faithful performance bond in a sum not less than \$250,000 payable to the County of Los Angeles, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of Power of Attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount

THIRTEENTH: That this Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

AKAL SECURITY, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

ARMED AND UNARMED SECURITY SERVICES FOR
VARIOUS PUBLIC WORKS FACILITIESA. Public Works Contract Manager

Public Works Contract Manager will be Mr. Anthony Ford of Administrative Services Division, who may be contacted at (626) 458-4075, e-mail address: aford@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. The Contract Manager will be supported by an on-site Assistant Contract Manager at each field facility. From time to time, Public Works may change Contract Manager and/or Assistant Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager and/or Assistant Contract Manager.

B. Field Facilities

1. Alcazar Street (Central Yard) Complex
Operational Services
1525 and 1537 Alcazar Street
Los Angeles, CA 90033

The 1525 and 1537 Alcazar Street facility will require the Contractor to provide one armed security officer for the day shift, 8 a.m. to 4 p.m.; the swing shift, 4 p.m. to 12 p.m.; and graveyard shift, 12 p.m. to 8 a.m.; seven days a week or as otherwise directed by Contract Manager.

2. Operational Services
2275 Alcazar Street
Los Angeles, CA 90033

The 2275 Alcazar Street facility will require the Contractor to provide one armed security officer for weekdays, 3 p.m. through 7 a.m.; on the weekends starting Friday 12 p.m. through Sunday 12 p.m.; and on County holidays starting the day before holiday 3 p.m. to the day after holiday 7 a.m. or as otherwise directed by Contract Manager.

3. Hansen Yard
Flood Maintenance
10179 Glenoaks Boulevard
Sun Valley, CA 91352

Hansen Yard will require the Contractor to provide one armed security officer for starting Friday 4 p.m. through Monday 8 a.m., and on County

holidays starting the day before holiday 4 p.m. to the day after holiday 8 a.m. or as otherwise directed by Contract Manager.

4. Hollydale Yard
Road Maintenance
11282 South Garfield Avenue
Downey, CA 90242

Hollydale Yard will require the Contractor to provide one armed security officer for the day shift, 8 a.m. to 4 p.m.; the swing shift, 4 p.m. to 12 p.m.; and the graveyard shift, 12 p.m. to 8 a.m., seven days a week or as otherwise directed by Contract Manager.

5. Imperial Yard
Flood Maintenance
5525 East Imperial Highway
South Gate, CA 90280

Imperial Yard will require the Contractor to provide one armed sergeant on weekdays 4 p.m. to 8 a.m., one armed security officer starting Friday 4 p.m. to Monday 8 a.m., and one armed sergeant on County holidays starting the day before holiday 4 p.m. to the day after holiday 8 a.m. or as otherwise directed by Contract Manager.

6. South Yard
Sewer Maintenance Field Office
1129 East 59th Street
Los Angeles, CA 90001

South Yard will require the Contractor to provide one armed sergeant on weekdays 5 p.m. to 6:30 a.m., on weekends Friday 12 p.m. to Sunday 12 p.m., and on County holidays starting the day before holiday 5 p.m. to the day after holiday 6:30 a.m. or as otherwise directed by Contract Manager.

7. Westchester Yard
Road Maintenance, MD3
5530 West 83rd Street
Los Angeles, CA 90045-3309

Westchester Yard will require the Contractor to provide one armed security officer for weekdays 6 a.m. to 6 p.m., no weekends or holidays, or as otherwise directed by Contract Manager.

8. Pacoima Dam
Flood Maintenance
15300 North Pacoima Canyon Road
Pacoima, CA 91331

Pacoima Dam will require the Contractor to provide one armed security officer from Friday 3 p.m. to Saturday 7 a.m., Saturday 3 p.m. to Sunday 7 a.m., and Sunday 3 p.m. to Monday 7 a.m. (holidays falling on a Friday or Monday will continue on the regular coverage noted above) or as otherwise directed by Contract Manager.

Facilities covered and the number of hours may be increased or reduced during the contract period by the Contract Manager. Any additional work requested by the Contract Manager will be provided to the County at the same rates outlined in Form PW-2, Schedule of Prices. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities (yards, dams, spreading grounds, offices, etc.) as a result of break-ins, personnel threats, etc. Any coverage changes will be preceded by a conference between Contractor and the Contract Manager. Additionally, Public Works may require minor short-term investigative surveillance services.

C. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the facility's on-site Assistant Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing assured service to the County in the event of a strike of Contractor's employees.

D. County's Quality Assurance Plan

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in this Exhibit's, Paragraph L.5.a, Quality Assurance, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract.

E. Description of the Services to be Performed

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for lost profits or otherwise should the County fail to determine a needs for services under this Contract.

1. Basic Function

Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned Public Works facilities; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.

2. Statement of Performance Standards

- a. Security officers shall not eat, read, or use personal radios, record, CD, tape players, cell phones, televisions, laptop computers or any handheld computer devices, etc., at their assigned posts at anytime.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be attired in uniform as outlined in this Exhibit's, Paragraph I.1, Contractor - Furnished Items. Security officers shall be in full uniform, including black shoes and ties, and badges at all times. Uniform hats are not required. During summer months, ties shall be optional.
- d. Security officers shall not remove or borrow County materials or equipment or items owned by employees of the County. This includes heaters, fans, radios, food found in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.

- f. Security officers shall not use any County telephone except for the purpose of making or receiving calls to or from their supervisors or representatives of the County.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is to be discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable appearance.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the Assistant Contract Manager.

3. Knowledge and Skills

Security officers shall be able to write and speak in English, prepare clear and concise reports, and remember facts and details concerning specific situations. Security officers are to have a good knowledge of self-defense and public restraint procedures. Security officers shall be able to communicate effectively with individuals and the general public. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

Security officers shall be punctual and have regular attendance. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall so advise the facility's on-site Assistant Contract Manager prior to the scheduled starting time. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

5. Reports and Logs

Security officers shall author and maintain a daily security log sheet, which shall be made available each day to the facility's on-site Assistant Contract Manager.

Security log sheets shall include, but are not limited to, times for the beginning and end of the daily shift and times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.

Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.

Security officers shall report immediately (to the facility's on-site Assistant Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Assistant Contract Manager, within two hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above. The on-site Assistant Contract Manager will then alert the Contract Manager.

6. Supervisor's Inspection

Contractor shall provide sufficient supervisory staff on each shift to ensure that each beat assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, with the facility's on-site Assistant Contract Manager on a monthly basis.

The Contractor's supervisor shall attempt to resolve all routine questions concerning the beat assignments. Where unresolved questions arise, the supervisor will contact the facility's on-site Assistant Contract Manager for advice. In the event of an emergency, the supervisor shall be notified immediately by the security officer on duty.

7. Office for Inquiries and Complaints

The Contractor shall maintain a telephone at an office within Los Angeles County. The Contractor shall have a responsible person(s) who will take necessary action regarding all inquiries and/or complaints that may be received from security officers, the Assistant Contract Manager, or Director. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.

The Contractor's office staff shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for nonaction. Such log of complaints shall be open to the inspection of Public Works at all reasonable times.

F. Contractor's Employee Criteria

1. The Contractor's Security Officer General Requirements:

- a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
- b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall be fluent in speaking and writing the English language.
- c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d. Security officers shall be over the age of 18 to perform work.
- e. Security officers shall have a working knowledge of pertinent Penal Code sections; i.e., powers of arrest, etc.
- f. Security officers shall be registered and certified by the State of California, Bureau of Collection and Investigative Services, and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) State of California Guard Registration Card;
 - 2) Valid California Class "C" Driver's License;
 - 3) Valid Social Security Card;
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran);
 - 5) State of California Firearms Qualification Cards (for armed security officers);
 - 6) B.S.I.S. impact weapon (baton) training;
 - 7) Security officers require drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last ten years;
 - 8) Security officers shall possess a valid Red Cross Certification in First Aid;

- 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR); and
- 10) Security officers shall be certified to use an Automated External Defibrillator (AED).
- g. Security officers shall be in good physical condition, able to carry out the requirements of the job.
- h. The Contractor shall provide a resume to the facility's on-site Assistant Contract Manager on each security officer submitted for employment under this Contract. Resume requirements are outlined in this Exhibit's Paragraph N, Background Investigations by Contractor.
- i. All security officers provided to Public Works shall meet the above standards and be certified to the facility's on-site Assistant Contract Manager, in writing, at least one working day prior to assignment of a security officer to a Public Works facility.
- j. No security officer shall be assigned to a shift before receiving at least four hours' on-site training (paid by Contractor at least the living wage rate) from Contractor's supervisory employee.
- k. All full-time security officers (at a minimum, more than 35 hours per week) assigned to this Contract shall limit any outside employment to no more than 24 hours per week.
- l. At the request of the facility's on-site Assistant Contract Manager, the Contractor shall remove from work, under these Specifications, any security officer who fails to meet the aforementioned requirements. The Contractor shall immediately replace any security officer removed in order to continue required service levels.

2. Other Contractor Obligations

- a. By the placing of security officers at Public Works facilities, the Contractor is certifying that those persons assigned are in a sound physical and emotional health necessary to perform duties required.
- b. Work areas and/or location(s) in Public Works used by the Contractor shall be accessible and subject to inspection by the facility's on-site Assistant Contract Manager.

- c. The work areas and/or any location(s) used by the Contractor will be subject to inspection by various public entities responsible for the inspection of other County and public facilities.
 - d. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss or other than normal wear and tear of said equipment.
 - e. The Contractor shall be responsible for and shall provide security for all supplies and equipment in buildings and/or areas under the Contractor's control or use during the course of this Contract.
3. The following security regulations are required:
- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the facility. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at a Public Works facility and shall be subject to all rules and regulations of the facility.
 - b. The Contractor shall immediately report to the facility's on-site Assistant Contract Manager any accidents and/or loss of equipment, supplies, etc.
 - c. The Contractor shall provide the facility's on-site Assistant Contract Manager with an updated list of employees names who can be assigned to Public Works facilities. The list shall include age, address, classification, social security number, date of birth, driver's license number, and length of service with Contractor.
 - d. Keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and left with the facility's on-site Assistant Contract Manager at the end of each shift where required.
 - e. The Contractor shall be responsible for obtaining necessary labor approvals, which will allow its employees to work a 4/40 work week under this Contract. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week.

f. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct considered to be unsuitable are:

- 1) Vacating assigned post without authorization.
- 2) Leaning against walls, doors, etc.
- 3) Idle talk with other security personnel, County employees, or visitors.
- 4) Indiscreet conduct or actions.
- 5) Reading newspapers, magazines, or other nonwork-related materials.
- 6) Listening to radios, TVs, record, tape, or CD players.
- 7) Wearing of headphones.
- 8) Rude or inconsiderate acts to County employees and/or visitors.
- 9) Using cellular phones for personal business.
- 10) Playing handheld computer devices, i.e., IPOD, game boy, etc.

4. Emergency Conditions at Facility

In the case of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's on-site Assistant Contract Manager. The Contractor and its employees shall be willing to cross picket lines and provide services contracted for during any work action or strike.

G. Contract Administration

1. Role of County Staff: Contract Manager

Outlying Public Works yard supervisors will be designated as Assistant Contract Managers for their respective facilities for activities related to the services under this Contract. The Contract Manager will have general oversight of this Contract as well as coordination between the individual Assistant Contract Managers and Contractor. Public Works personnel will be made available to Contractor to answer questions and provide the

necessary liaison between Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the Director shall prevail.

2. Role of Contractor's Staff: Account Executive

The Contractor shall assign an account executive to Public Works' account. The Account Executive shall be responsible at all times for the supervision of said personnel and shall be the liaison between the Contractor and the facility's on-site Assistant Contract Manager. The Contractor's on-site supervisor shall not be designated the account executive.

3. Contract Director

- a. The Contractor shall provide the name of the Contract Director who is to work on this project to the Contract Manager prior to the commencement of this Contract. The Contractor shall provide a telephone number(s) where the Contract Director (or identified alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. The Contract Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. The Contract Director or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this Contract.
- d. The Contract Director shall have demonstrated previous experience in the management and operation of security services. The Contract Director and any alternate shall be able to read, write, speak, and understand English.

4. Other Contractor Personnel

The Contractor shall be responsible for providing an adequate and competent staff to fulfill this Contract.

H. County-Furnished Items

1. Public Works will furnish, without cost, to Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:

- a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using Public Works facilities for conducting other business interests which are not related to, or required for, Public Works security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the facility's on-site Assistant Contract Manager on a monthly basis to determine any abuse.
 - b. The Radiotelephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
 - d. Time clocks shall be supplied by Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
2. Prior to Contract start-up, the Contractor and the facility's on-site Assistant Contract Manager will prepare an Equipment Damage and Loss Liability form (Exhibit G) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the quality assurance evaluator and, if found defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (Exhibit E) will be issued. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
 3. The Contractor shall not make any alterations to the equipment or facilities except with the written permission of the facility's on-site Assistant Contract Manager.
 4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued

equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

I. Contractor-Furnished Items

1. The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt
 - b. Shirt/blouse
 - c. Belt - solid black
 - d. Tie - solid black
 - e. Tie bar
 - f. Socks - solid black
 - g. Shoes - solid black
 - h. Shoulder patches
2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.

5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
- a. Sam Brown belt
 - b. Handcuff case
 - c. Four keepers
 - d. Key snap
 - e. One heavy-duty, 3 or 5 cell flashlight
 - f. One set of handcuffs, plus female key
 - g. Badge
 - h. Name tag
 - i. Holster (armed security officers only)
 - j. Ammunition pouch (armed security officers only)
 - k. Baton ring
 - l. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position. The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures. (Armed security officers only.)
 - m. Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semijacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semijacketed hollow point only. (Armed security officers only.)

- n. One baton, as requested
- o. Rain gear (as needed)

J. Weapons List

The Contractor shall provide the facility's on-site Assistant Contract Manager with the make and serial number of each security officer's revolver. The list shall be provided prior to a security officer being assigned to a Public Works facility.

K. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wears their identification badge while working in the facilities. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

L. Specific Tasks

The tasks outlined below are specific, but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Assistant Contract Manager, including a security officer's beat instruction book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Assistant Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to these instructions in the beat books.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Be courteous.
- c. Maintain good personal appearance.
- d. Maintain good uniform appearance.
- e. Monitor parking, as directed.

- f. Patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- g. Intervene to terminate injurious acts.
- h. Conduct searches of individuals for weapons.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- j. Answer questions of visitors to a Public Works facility regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- l. Prevent the introduction of a contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Close and lock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Open and unlock gates and doors, as directed.
- r. Raise and lower flags.
- s. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- t. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- u. Immediately relay reports of bomb threats to the facility's on-site Assistant Contract Manager.

- v. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- w. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Assistant Contract Manager.
- x. Monitor alarm systems.
- y. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered and take prescribed action.
- z. Monitor electronic surveillance equipment.
- aa. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses and suspects to ascertain or verify facts.
- bb. Pursue, apprehend, and detain persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities.
- cc. Detain suspects pending transportation and booking by the local law enforcement agency.
- dd. Operate a bicycle, motor cart, or automobile, where directed.
- ee. Knowledge in the care and use of an impact weapon (baton).
- ff. Knowledge of self-defense and restraint procedures.
- gg. Communicate effectively with individuals and the general public.
- hh. React quickly, take command of an emergency situation.
- ii. Use good judgment and discretion in handling the unruly or trespassing public.
- jj. Remember facts and details concerning specific situations.
- kk. Write incident reports.
- ll. Complete nonemployee injury reports.
- mm. Maintain logs and reports.

- nn. Provide escort services.
- oo. Assist other security officers.
- pp. Hold over at the facility until properly relieved.
- qq. Be required to take primary photographs.
- rr. Activate fire or other emergency procedures as required.

2. Supervisor Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal appearance.
- j. Maintain good uniform appearance.
- k. Update and explain post procedures.
- l. Have working knowledge of radio procedures.
- m. Conduct investigations.

- n. Complete all necessary reports specified in this Contract.
- o. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Program.
- b. Report to and meet with the facility's on-site Assistant Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish, with the advice and consent of the facility's on-site Assistant Contract Manager, contract policy and procedures.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
- b. The following is a list of forms (see Exhibits E through H) applicable to the security Statement of Work:

Contract Discrepancy Report (Exhibit E)
Notice of Proposed Payment Adjustment (Exhibit F)
Equipment Damage and Loss Liability (Exhibit G)
Statement of Loss of County Security Equipment (Exhibit H)

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit I) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

Each month, the Contractor's performance will be compared to the Contract standards and Acceptable Quality Levels (AQL's) using the Quality Assurance Surveillance Plan (QASP).

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling.
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
- 3) Customer complaints.

b. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of discrepancies found by the facility's on-site Assistant Contract Manager during surveillance does not exceed the number of discrepancies allowed by the AQL.

When the facility's on-site Assistant Contract Manager determines the performance is unacceptable, the facility's on-site Assistant Contract Manager will initiate a Contract Discrepancy Report which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The facility's on-site Assistant Contract Manager will evaluate Contractor's explanation and determine if full payment or partial payment is applicable and will inform the Contract Manager.

c. Unacceptable Performance

For services surveyed by sampling, the Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed.

d. Contractor Payment

For acceptable performance, the Contractor shall be paid for the total number of hours worked in the previous month. If performance of a service is unacceptable, the County will not pay the full percentage or the number of hours of unacceptable service. When performance does not conform with the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

e. Adjustment for Deviation

The Performance Requirements Summary (Exhibit I) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

f. Notice of Adjustments

The County will give the Contractor written notice of any adjustments. The Contractor shall respond to the notice within three days of receipt thereof. If there is no response from Contractor within this period, the County will assume the Contractor's concurrence.

6. Special Criteria for Security Personnel

The following describes the background investigations, experience, and training required of all security officers and security supervisors providing services under this Contract. The final decision as to suitability of security officers and supervisors for employment rests with Public Works.

- a. Public Works is particularly concerned with a security officer's background. This is due to the nature of the equipment, material, and personnel that the security officer will be charged with protecting. Therefore, it will be necessary for a background investigation to be performed by the Contractor prior to employment and as necessary or requested by Public Works during employment. Discretion as to suitability for employment of security officers or supervisors by Contractor rests with Public Works.
- b. Security officers and supervisors shall be able to pass the County's background investigation for contract security officers. The Contractor's personnel may be required to be fingerprinted or

interviewed at the Sheriff's Department prior to being approved for employment. Public Works will be responsible for initiating the Sheriff's Department investigation process.

- c. Security officers and supervisors who have been involved in any of the following will not be accepted:

- 1) Any felony conviction.
- 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions.
- 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse.
- 4) Any pattern of irresponsible behavior, including, but not limited to, an unreasonable driving or employment record.

- d. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:

- 1) General Information

The candidate's name, age, current address, security officer's classification, social security number, and date of birth.

- 2) Employment History

A listing of the candidate's present or last job first, then all jobs held, and any period of unemployment in the last ten years, highlighting security experience.

- 3) Military Record

If relevant, all military experience (regular or reserve) shall be documented. Include a copy of candidate's Selective Service Card or military discharge papers (DD214). Where candidate does not possess a Selective Service Card or military discharge papers, explain why.

- 4) Criminal Record

Any criminal record of the candidate shall be shown.

- e. Contract Director - Equivalent of four years' paid security management experience.
- f. Supervisors (Lieutenant level and above) - Equivalent of two years' security supervisory experience.
- g. Sergeants - Equivalent of three years' paid armed security experience and one years' security supervisory experience.
- h. Unarmed security officers - Equivalent of two years' paid security experience.
- i. Armed security officers - Equivalent of three years' paid armed security experience.
- j. Security officers and supervisors shall possess:
 - 1) Current State of California Guard Registration Card;
 - 2) Current State of California Weapons Permit (except unarmed);
 - 3) Impact weapon (baton) training certification as approved by B.S.I.S.;
 - 4) Current First Aid Certificate or EMS Certificate;
 - 5) Current Cardiopulmonary Resuscitation Certificate;
 - 6) Current Automated External Defibrillator Certificate;
 - 7) Valid California Class "C" Driver's License; and
 - 8) Social Security Card.

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire.

- k. The Contractor shall not assign employees under the age of 18 to perform work for Public Works. All of the Contractor's employees working at Public Works facilities shall be able to read, write, and communicate in English.

M. Minimum Level of Compensation

The minimum level of compensation to be paid by Contractor to the employees working under this Contract shall be:

Security Officer – (unarmed)	\$11.00/hr.
Security Officer – (armed)	\$12.50/hr.
Sergeant – (armed)	\$13.50/hr.

N. Background Investigations

The Contractor shall complete background investigations and training requirements for all security officers and supervisors to be utilized under this Contract. Documentation of a background investigation and training of security officers by the Contractor shall be presented to the Director when requested by the Contract Manager. If such documentation is not presented as required, this Contract may be subject to cancellation.

O. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform

- the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
- d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and/or deduct from monies due the Contractor, liquidated damages in the sum indicated Exhibit I, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

P:\aspub\CONTRACT\Leticia\Security-Field\Security 2006\EXHIBIT A-SCOPE OF WORK.doc 12/14/2005

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, an no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - a. The Contractor shall develop all publicity material in a professional manner.
 - b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions

or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract at the Director's sole and absolute discretion shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a written formal assignment agreement whereby the assignee agrees to assume all obligations in this Contract. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including, all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions,

provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions or parts.

Z. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of

the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 2, Paragraph AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminate this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.

- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 10 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

FF. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller

within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to, non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including, without limitation records relating to, work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County, in its sole discretion, to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the

County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works' personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, state, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from

the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. **Insurer Financial Rating** - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. **Failure to Maintain Coverage** - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. **Notification of Incidents, Claims, or Suits** - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage). General liability must include firearms coverage and any related coverage.
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:
 - a. Not less than \$9.46 per hour, if in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a

minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including, any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to, or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified

monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further organization of, or collective bargaining activities by, or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

P:\aspub\CONTRACT\Leticia\Security-Field\Security 2006\Exh B PropA Field Sec.doc

Department of the Treasury Internal Revenue Service Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The **IRS Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute **Form W-2** with the same EIC information on the back of the employee's copy that is on **Copy B** of the **IRS Form W-2**.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as **Notice 797**.

If you are required to give **Form W-2** and do so on time, no further notice is necessary if the **Form W-2** has the required information about the EIC on the back of the employee's copy. If a substitute **Form W-2** is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute **Form W-2** is given. If **Form W-2** is required but is not given on time, you must give the employee **Notice 797** or your written statement by the date **Form W-2** is required to be given. If **Form W-2** is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting **Notice 797** on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in **Notice 797**. For more detailed information, the employee needs to see the 2003 instructions for **Form 1040**, **1040A**, **1040EZ**, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grande D. Gordon, Secretary

Department of Social Services
Richard W. Lee, Director



Los Angeles County Board of Supervisors

Glenn Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Bob Schone, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by Post 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



**Estado de California
Gray Davis, Gobernador**

**Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grady Glickson, Secretario**

**Departamento de Servicios Sociales
(Department of Social Services)
Rita Haas, Directora**



Consejo de Supervisores del Condado de Los Angeles

Glenn Wolke, Supervisora, Primer Distrito

Yvonne Brown-Gibbs-Burke, Supervisora, Segundo Distrito

Zoltan Molnaysky, Supervisor, Tercer Distrito

Dan Smith, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está respaldada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CONTRACT DISCREPANCY REPORT

1. USER COMPLAINT (to be completed by Contract Manager)

Today's Date: _____

Facility _____

Employee Name _____

Employee Classification _____

Date of Unacceptable Performance _____

Description of Unacceptable Performance _____

Has this type of unacceptable performance occurred before?:

Yes___ No___ If yes, when? _____

2. Contractor Response (to be completed by the Contractor's Contract Director)

Date received from County: _____

Corrective Action:

Plan to Prevent Recurrence:

Signed _____ Date _____
Contractor's Contract Director

Return to Contract Manager

DATE: _____

TO: _____

FROM: _____

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

In accordance with the terms of the Security Services for Los Angeles County Department of Public Works for Contract Deviations(s) at:

Facility _____

Date _____

Shift _____

Amount of Deduction \$ _____

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the Department of Public Works, Administrative Services Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention Contract Manager, within five calendar days of receipt of this notification. Failure to respond within the five day period will be construed as acceptance of the proposed adjustments.

P:\aspub\CONTRACT\Leticia\Security-Field\Security 2006\Exhibit F.doc 08/24/2005

Attach. Contract Discrepancy Report (Exhibit E)

EXHIBIT G

TO: Contract Manager/Assistant Contract Manager

FROM: _____ Contractor (firm name)

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for armed and unarmed security at the Public Works _____ (name of field facility), all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with Public Works.

The following equipment was issued to the Contractor:

	EQUIPMENT	CONDITION
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Date: _____ Contract Manager: _____

Date: _____ Contractor (Firm Name): _____

Date: _____ Contractor's Authorized Signature: _____

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I, _____, do hereby report the loss of the _____.
(Identify what equipment was lost/stolen.) The _____ was
LOST/STOLEN under the following circumstances, and cannot be found. (In the space
provided below, explain the circumstances under which the item or items were
LOST/STOLEN.)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date of Loss: _____

Police Agency Report to: _____

Date: _____

Contractor (Firm Name): _____

Contract Director signature: _____

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
QUALIFICATION - OFFICER 1. Provide First Aid (as needed)	Current first aid certification. Aid provided, when required.	100% Security Personnel all times	0%	Management Reports 100% Inspection Validated Complaints Random Sampling	*Deduct 8 hours Remove Officer
2. Use of Baton	Current baton certification	100% Security Personnel all times	0%	Management Reports 100% Inspection Random Sampling	*Deduct 8 hours Remove Officer
3. Keep Qualifications Current: Guard Required Cardiopulmonary certification CDL Class "3" Social Security	Current certification	100% Security Personnel	0%	Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours Remove Officer
AREA CONTROL - OFFICER 4. Provide Information	Accessibility and visibility by public. Informed public.	Questions are answered all shifts	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
5. Escort Services	Escort provided within 5 minutes of request.	100% as needed	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
6. Secure Safes	Safes locked	100% daily	0%	100% Inspection Random Sampling Validated Complaints	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
7. Area Control	Procedures followed. Facility secure.	100% all times	5%	Management Reports Random Sampling Validated Complaints	*Deduct 8 hours
SCHEDULE - OFFICER 8. Report to work on time - Promptness	Security being performed.	+5 minutes of schedule all shifts	5%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
9. Lock Facility	Facilities locked.	100% as required	5%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
10. Unlock Facility	Facilities unlocked.	100% as required	15%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
11. Raise and Lower Flags	Properly attached. Flags folded and properly stored.	5:30 a.m. - 6 p.m.	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
12. Held Over Until Relieved	Procedures followed. Post manned at all times.	100% all shifts	0%	Management Reports Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

AQL = Allowable Degree of Deviation in Performance per Shift

Date: _____

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
COMMUNICATIONS - OFFICER 13. Proper Care and Operation of Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	100 % Proper operation all times	5%	100% Inspection Random Sampling Management Reports Validated Complaints	*Deduct 2 hours
PATROL - OFFICER 14. Time Clock Patrol	Rounds made on schedule. Clocks activated.	100% daily	0%	100% Inspection Management Reports Random Sampling	Deduct 1 hour
15. Welcome/Screen/Direct Visitors	Information/ directions provided.	100% as required	5%	Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours or remove Officer.
16. Use bicycle or vehicle to make parking lot, spreading grounds, facility, etc. Patrol/inspection	Facility secure.	100% each shift	0%	100% Inspection Random Sampling Validated Complaints	*Deduct 8 hours or remove Officer.
17. Incident Reports	Filed within the time frame requested.	100% as required	0%	100 % Inspection Random Sampling Validated Complaints	*Deduct 4 hours
DOCUMENTATION - OFFICER 18. Maintain Facility Log	Log completed.	100% daily	10%	100% Inspection Random Sampling Management Reports	*Deduct 1 hour
19. Daily Reports	Filed daily.	100% daily	15%	100% Inspection Random Sampling	*Deduct 1 hour

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
20. Nonemployee Injury Report	Completed by end of shift for each occurrence. File as needed.	100% as required	0%	Validated Complaints 100% Inspection Random Sampling	*Deduct 2 hours
21. Special Reports As Needed	Filed within time frame requested.	100% as required	15%	100% Inspection Random Sampling Validated Complaints	*Deduct 2 hours
PROCEDURES - OFFICER 22. Working knowledge of Facility and Beat Security Book	Facility security function complete.	100% daily all times	10%	100% Inspection Validated Complaints Management Reports	*Deduct 4 hours
23. Assists Other Officers and Law Enforcement	Officer assisted as needed.	100% all shifts all times	0%	100% Inspection Validated Complaints Management Reports	*Deduct 4 hours Remove Officer
24. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	100% all times	0%	100% Inspection Validated Complaints Management Reports Random Sampling	*Deduct 8 hours Officer Trained
25. Provide for Medical Assistance As Needed.	Completion of training procedures followed. Aid provided when required.	100% all times	0%	100% Inspection Random Sampling	*Deduct 8 hours
26. Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 8 hours Officer Trained

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
27. Appearance-Personal Clean Appearance	Contract specifications met.	100% all times	10%	Validated Complaints 100% Inspection Random Sampling	*Deduct 1 hour
28. Appearance-Uniform	Uniform, leather, and equipment are clean and in good working order.	100%	10%	Random Sampling Validated Complaints 100% Inspection	*Deduct 2 hours
29. Good Job Attitude	Contract specifications met.	100% all shifts	10%	100% Inspection Validated Complaints	*Deduct 1 hour or remove Officer
30. Courtesy	Contract specifications met.	100% all shifts	10%	Random Sampling 100% Inspection Validated Complaints	*Deduct 1 hour or remove Officer
31. Vehicle Used to Make Key Runs	Vehicle not used to make key runs unless prior Department approval has been given.	100% all shifts	0%	Random sampling 100% Inspection Validated Complaints	*Remove Officer Permanently
COMPLAINTS - OFFICER 32. Maintain Facility Order Prevent Hostile Acts Protect Personnel/Property	Facility safe and secure.	100% daily all shifts	5%	100% Inspection Random Sampling Validated Complaints	*Deduct 4 hours
33. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed and documented and submitted within the time frame requested	100% daily all shifts	0%	100% Inspection Management Reports Validated Complaints Random Sampling	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

AQL = Allowable Degree of Deviation in Performance per Shift

Date: _____

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
SUPERVISOR					
1. Assures Proper Assignment Coverage	Assignments covered.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 8 hours Per shift not covered
2. Appearance - Personal and Uniform	Clean Appearance. Uniform and equipment in good working order.	100% all times	10%	100% Inspection Random Sampling Validated Complaints	*Deduct 2 hours
3. Makes Site Inspections	Facility inspected each shift.	100% each shift	0%	100% Inspection Management Report Random Sampling	*Deduct 2 hours
4. Updates Post Procedures	Facility books updated in timely manner.	100% as required	0%	Random Sampling Review Management Reports	*Deduct 2 hours
5. Instructs and Trains Officers on Beat	Officers well schooled in assignment coverage.	100% as required	10%	100% Inspection Random Sampling Validated Complaints Management Reports	*Deduct 8 hours
6. Responds to Incidents - Provides Backup	Provides assistance as required.	100% as required	0%	100% Inspection Random Sampling Validated Complaints Management Reports	*Deduct 8 hours Remove Supervisor
7. Has Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	100% all times	10%	100% Inspection Random Sampling Management Report	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

AQL = Allowable Degree of Deviation in Performance per Shift

Date: _____

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
8. Provide Adequate Supervision and Training	Contract specifications met.	100% all times	0%	Random Sampling Management Report Validated Complaints	*Deduct 8 hours
9. Drives Vehicle	Drives vehicle as required.	100% as required	20%	100% Inspection Management Reports Random Sampling	*Deduct 2 hours
10. Conducts Investigation	Completed investigations in timely manner.	100% all times	0%	100% Inspection Management Reports	*Deduct 8 hours
11. Writes Reports	Reports filed on time as required.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
12. Reviews Subordinates' Reports	Completes on time as required.	100% all times	0%	Management Reports 100% Inspection Random Sampling	*Deduct 1 hour
CONTRACTOR Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	100% all times	0%	Review of file	\$100 per day

P:\aspub\CONTRACT\etia\Security-Field\Security 2006\Exhibit I.doc 10/25/2005

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

Proposal for
**EXCEPTIONAL
SERVICE
PARTNERSHIP**

for
**COUNTY OF LOS ANGELES
DEPARTMENT OF
PUBLIC WORKS
VARIOUS PUBLIC
WORKS FACILITIES**

presented to

Ms. Leticia Gordo

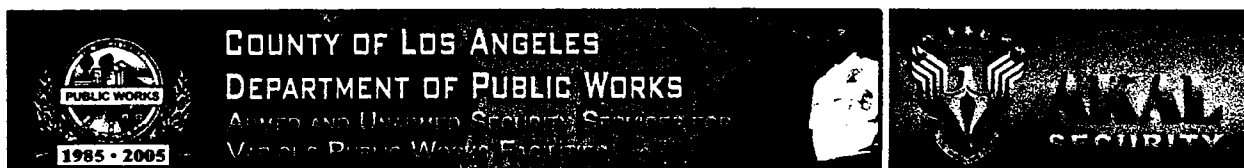
November 18, 2005



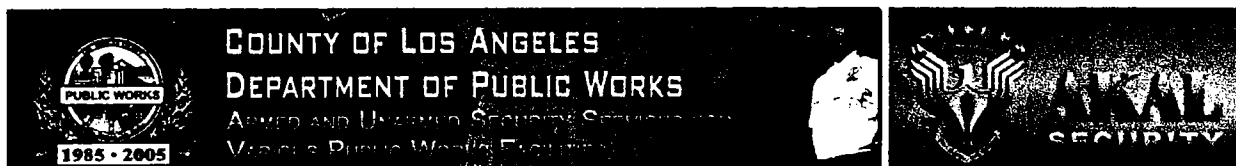
Printed on Recycled Paper

TABLE OF CONTENTS

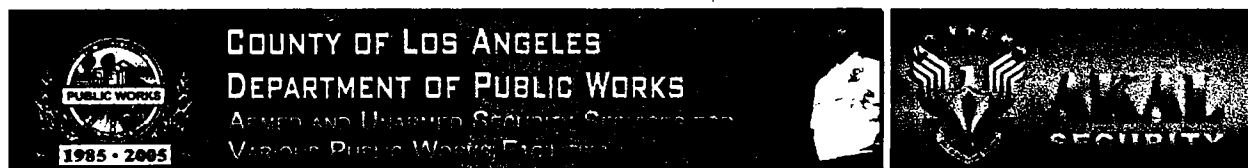
1. Title Page	First Page of Document
2. Table of Contents	Follows Title Page
3. Letter of Transmittal	Tabbed
Executive Summary	1 and Tabbed
4. Proposer's Capabilities.....	7 and Tabbed
4.a Background.....	7
4.b Organization	8
4.c Experience	10
4.c.1 Length and Quality of Experience.....	10
4.c.2 Résumés	16
4.d Initial Review Criteria	18
1. Safety Records	18
2. Bid Guaranty.....	19
3. Ability to Meet Contract Insurance and Bond Requirements	19
4. GAIN/GROW Requirements	19
5. Charitable Contributions Certification.....	20
6. Jury Service Program.....	20
7. Living Wage Program.....	20
8. Staffing Plan.....	20
9. Health Benefits.....	20
10. History of Business Stability and Integrity and Financial Ability to Pay a Living Wage	20
11. Forms and Schedule of Prices.....	21
12. Proposer is Properly Licensed.....	21
13. Proposer's Annual Price/County's Avoidable Cost.....	21
14. Proposer's Experience	21
15. Proposers' Conference	21
16. Proposal Submission.....	21
4.e Evaluation Criteria.....	22
1. Proposed Price	22
2. References.....	22
3. Experience.....	22
4. Financial Resources for Living Wage Contracts	23
5. Work Plan	23
6. Demonstrated Controls over Labor/Payroll Record Keeping	23
5. Work Plan.....	24 and Tabbed
5.a Staffing Plan.....	24



5.b Meeting the Objectives of the Scope of Work.....	28
5.b.1 Personnel Management.....	28
5.b.2 Training.....	28
5.b.3 Counseling	29
5.b.4 Retention.....	30
5.b.5 Recruitment and Replacement	31
5.b.6 Supervision	31
5.b.7 Supplies.....	31
5.b.8 Equipment.....	31
5.b.9 Uniforms	32
5.b.10 Identification Badges	33
5.b.11 Safety Program.....	33
5.b.12 Communications	34
5.b.13 Subcontracting	34
5.b.14 Quality Control	34
5.c Providing Additional Coverage at Other Existing Public Works Facilities.....	34
5.d Security Training Program.....	35
Retaining the Standard of Security Performance through Personnel Retention	36
Ensuring Contract Compliance with the Training Plan	37
5.e Recruitment Procedures	39
5.f Yearly Turnover Rate	44
5.g Keeping Turnover at the Expressed Rate.....	44
5.h Akal Uniforms	45
5.i Brief Description of the Security Plan	45
5.j Quality Control Plan	51
5.k Résumés of Key Personnel	56
6. Total Proposed Annual Price.....	Tabbed
7. References.....	Tabbed
8. Labor or Payroll Violations in the Past Three Years	Tabbed
9. Debarments.....	Tabbed
10. Subcontractors	57 and Tabbed
11. Financial Statements.....	58 and Tabbed
12. Benefit Package	59 and Tabbed
13. Living Wage Program	60 and Tabbed
14. State Security License.....	Tabbed
15. Current and Valid Insurance.....	Tabbed



16. Bid Guaranty	Tabbed
17. State and Federal Labor Regulations and Record	
Keeping Requirements	61 and Tabbed
17.a Tracking Employee Hours	61
i. Reporting to Work	61
ii. Tracking How Employees Report to Work	61
iii. Records Created at the Beginning and Ending of Employee's Shift	61
iv. Documents Used to Prepare Payroll	63
v. Employee Breaks and Meal Breaks	63
17.b Preparing the Payroll	64
i. Paying the Employees	64
ii. Manual Payroll System	64
iii. Automated Payroll System	65
iv. Travel Time	66
v. Calculating Overtime Wages	66
18. Additional Information	Tabbed
Beat Instruction Books	Tab 1
CCM and Quality Control Plan Forms	Tab 2
Commendations	Tab 3
Insurance	Tab 4
Invoices and Reports	Tab 5
License	Tab 6
Payroll Check	Tab 7
Résumés	Tab 8
Sign in Sheet	Tab 9
Symetra Insurance Plan	Tab 10
Training Course Outlines and Safety Posters	Tab 11
Audited Financial Statement	Tab 12
Akai Brochure, Newslines, and Employee Handbook	Inside back pocket of binder
19. Forms List	68 and Tabbed
Form PW-1 – Verification of Proposal	Section 19
Form PW-2 – Schedule of Prices	Section 6
Form PW-3 – County of Los Angeles Contractor Employee Jury Service Program, Application for Exception and Certification Form	Section 19
Form PW-4 – Contractor's Industrial Safety Record	Section 19
Form PW-5 – Conflict of Interest Certification	Section 19



Form PW-6 – Proposer’s Reference List.....	Section 7
Form PW-7 – Proposer’s Equal Employment Opportunity Certification.....	Section 19
Form PW-8– List of Subcontractors.....	Section 10
Form PW-9 – Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form	Section 19
Form PW-10 – GAIN/GROW Employment Commitment.....	Section 19
Form PW-12 – Charitable Contributions Certification	Section 19
Form LW-2 – Living Wage Ordinance – Application for Exemption	Section 13
Form LW-3 – Contractor Living Wage Declaration	Section 13
Form LW-4 – Living Wage Acknowledgement and Statement of Compliance.....	Section 8, Section 9, Section 13
Form LW-5 – Labor/Payroll/Debarment History	Section 8
Form LW-7 – Proposer’s Medical Plan Coverage	Section 12
Form LW-8 – Proposer’s Cost Methodology	Section 6



SECURITY

P.O. Box 1197, Santa Cruz, NM 87567 • 7 Infinity Loop, Espanola, NM 87532
505-753-7832 • 888-325-2527 • Fax 505-753-8689

November 18, 2005

Ms. Leticia Gordo
County of Los Angeles, Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

Re: AS-0 Armed and Unarmed Security Services for Various Public Works Facilities

Dear Ms. Gordo:

Akal Security, Inc. (Akal) is pleased to submit its proposal in response to the referenced Request for Proposals. Our proposal is quality and value driven to ensure that the County of Los Angeles, Department of Public Works has a dependable security program for the Headquarters Complex that is responsive to its changing needs. Akal will continually work with the County of Los Angeles to ensure that the security program for armed and unarmed guards runs smoothly and consistently, at the optimum level.

Akal acknowledges receiving Addendum 1 to this proposal. By submitting this proposal, Akal explicitly accepts all requirements, terms, and conditions specified in the RFP. The cornerstone of any business relationship is a commitment to long-term success. The County of Los Angeles has our *unlimited* commitment and all the advantages of our *Exceptional Service Partnership* to serve its important security needs. Akal will apply its proven methodology to execute the requirements of Exhibit A, Scope of Work. Our proposal describes our proven ability and details the plans and procedures we will utilize to provide a comprehensive, high-quality security program that is responsive to all RFP requirements, and meets or exceeds the County's expectations.

All inquiries and responses can be addressed to my attention as the person authorized to contractually obligate Akal to the County of Los Angeles.

Daya S. Khalsa, Senior Vice President
7 Infinity Loop
Española, New Mexico 87532
(888) 325 2527, ext. 2042
daya@kiit.com

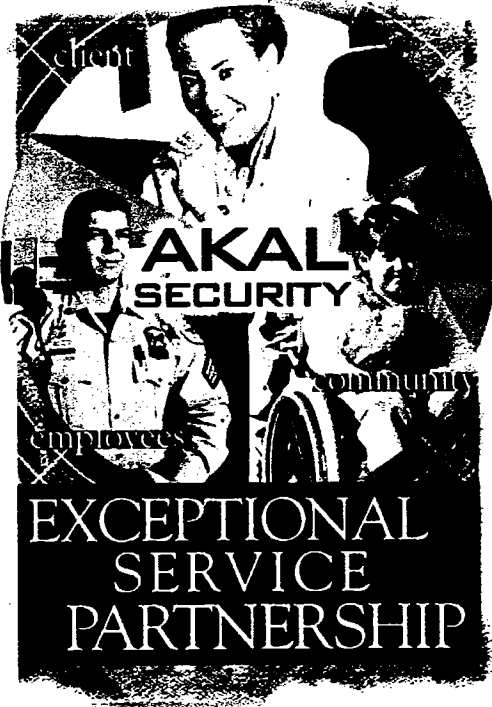
The Department of Public Works deserves the best protection and ongoing security possible. We can deliver those services to the County of Los Angeles, as we do for all of our clients, many of whom have similar security missions. We have developed our proposal to adhere to the County of Los Angeles required format and to clearly illustrate the quality and spirit of Akal's professionalism and expertise. We appreciate the opportunity to submit this proposal, and we look forward to providing our world-class security services to the Department of Public Works.

Sincerely,

A handwritten signature in black ink, appearing to read "Daya S. Khalsa". The signature is fluid and cursive, with the first name "Daya" being more prominent.

Daya S. Khalsa
Senior Vice President

Please visit our website: www.akalsecurity.com



EXECUTIVE SUMMARY

The Los Angeles County Department of Public Works is soliciting proposals for armed and unarmed security services for various Public Works Facilities, including but not limited to Alcazar Street (Central Yard) Complex, Operational Services, Hansen Yard, Hollydale Yard, Imperial Yard, South Yard, Westchester Yard, and Pacoima Dam.

Los Angeles County is one of the nation's largest counties with 4,084 square miles and 81 miles of coastline. As of January 2005, Los Angeles County had the largest population of any county in the nation. The Department of Public Works serves approximately 10 million residents of this important county. It is critical that the

security services resulting from this solicitation improve and enhance the safety of the public and employees at each Department of Public Works field facility.

Exceptional Service Partnership

Akal Security, Inc. (Akal) offers its *Exceptional Service Partnership* to the County of Los Angeles (the County) and the Department of Public Works (Public Works), to provide professional, armed and unarmed security services for various Public Works facilities. Akal's *Exceptional Service Partnership* provides an innovative and effective approach to contract staffing, training, management and supervision, quality control, and phase-in. Akal's history of performance success, documented in the Additional Information section under Commendations, demonstrates the high level of quality services and customer satisfaction that our partnership has consistently achieved on similar, challenging contracts. Akal will implement our *Exceptional Service Partnership* to deliver our best-value program to protect the Public Works facilities and the people they serve.

Akal is the fourth largest U.S. security guard organization, with officers in 43 states. Akal is unique in maintaining sustained customer satisfaction by delivering consistent, high-quality services at the lowest possible price. We are completely focused on the requirements of contract performance and the goals of our clients.

Since 1980, we have provided professional, expertly trained managers, supervisors, and security officers to government agencies and

industry. We are dedicated to meeting the national challenge for heightened levels of protection and greater awareness in today's rapidly changing security environment. More than 12,000 Akal officers protect hundreds of government and commercial facilities across the country, with approximately 1,000 officers in Southern California.

Best Value Choice

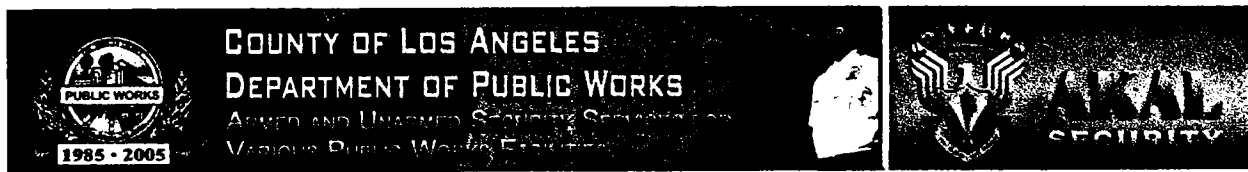
Akal Security meets or exceeds all *Evaluation Criteria* for contract award and is the best value choice for the Department of Public Works:

- **Akal complies with all minimum requirements in the Initial Review.** We have more than 25 years' experience providing security guard services and have maintained a Private Patrol Operator License in California since 1987. Akal's experience and past performance, provided in this proposal, are directly relevant and include contracts with the County that are similar in size and complexity to the Public Works facilities solicitation. Our proposed Contract Director, Account Executive, supervisors, and security guards are all experienced and trained to ensure the provision of outstanding service for all locations at every post.
- **Proposed Price.** Akal's price proposal has been developed by a team of security experts. Our pricing offers excellent value to Public Works. We offer a cost-effective, high-quality solution that will meet the Public Works budget and service goals, Living Wage

requirements, and allow Akal to deliver exceptional service, and recruit and retain qualified personnel.



- **References and Experience.** Akal brings to the County its extensive experience in performing similar work. Our cited references and contract experience are relevant and suitable, and include two contracts with the County of Los Angeles—USC Medical Center and health facilities; Harbor-UCLA Medical Center, Rancho Los Amigos Medical Center, and Inglewood Hospital. We have also included an interim contract with the County of Los Angeles for the Olive View Medical Center and additional contracts with the City of Los Angeles; County of Riverside Department of Public and Social Services; and the U.S. Marshals Service, 9th Judicial Circuit, which includes all of California.



Our successful and relevant experience with similar contracts has prepared us to excel on this contract, assuring Public Works that Akal offers the best service at the best value.

- **Experience of Key Personnel.** Akal's experienced key personnel ensure effective leadership and control of all contracted security services. Our Management Team includes our Regional Director for Southern California, our Chief Government Facilities Branch, a senior Contract Director, an experienced Account Executive, our National Director of Training, and our Regional Training Director for Southern California. Under the direction of our Regional Director, our Management Team will manage all aspects of the contract and implement effective and timely decision-making to ensure that exceptional services are provided at all times. Our experienced supervisors will oversee, inspect, and control the quality and completeness of all work performed, as well as the professionalism and demeanor of the personnel performing the work. Copies of all Key Personnel résumés are included with the proposal.

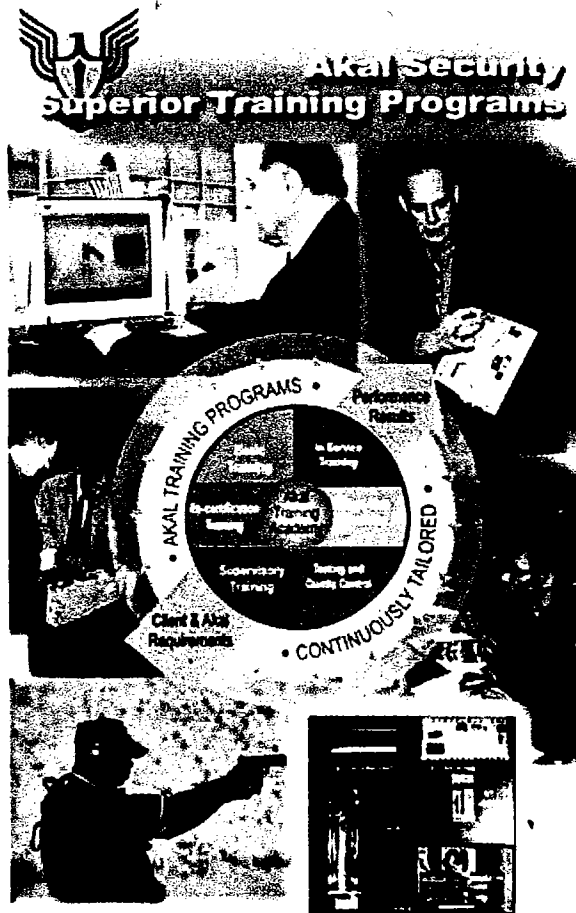
- **Financial Resources for Living Wage Contracts.** Akal Security is one of the largest security services contractors in the United States, with over \$500 million in annual revenues. Our corporate headquarters are located in New Mexico and, perhaps more importantly, we have extensive operations in Southern California. Our financial strength has allowed us to smoothly and successfully start up and finance more than \$400

million in new annual business over the past five years. We have been profitable every year of our 25 years in business. Our financial statements reflect our profitability and stability.

- **Work Plan.** Akal will apply its proven methodology to execute the requirements of Exhibit A, Scope of Work. Our proposal describes our proven capabilities and details the plans and procedures we will utilize to provide a comprehensive, high-quality security program that is responsive to all RFP requirements, and meets or exceeds the County's expectations.
- **Demonstrated Controls over Labor/Payroll Record Keeping.** Akal's state-of-the-art WinTeam™ reporting technology ensures accuracy and timeliness. WinTeam™ is a fully integrated, reporting database that keeps Public Works and our managers up to date with essential information by efficiently tracking contract compliance, personnel data, license and certifications dates, personnel and post scheduling, employee payroll, accounts receivable, accounts payable, human resources, inventory, fixed assets, general ledger, and job costing. Akal will maintain complete files and records and meet all statistical reporting requirements. Our accurate invoices match payroll and post records in either split-rate or flat-rate format.
- **Akal's Staffing Plan will provide complete manpower coverage.** Our customized Staffing Plan offers a successful approach to meeting all personnel requirements, as specified in the Scope of Work. Akal's plan for

maintaining back-up security guards, who are trained and County cleared, ensures that posts will be staffed at all times by trained, qualified, and professional security officers. Our proven plan has been successful in operations that are similar in scope and nature to the Public Works contract, including our current operations at LA County Medical Centers.

We customize our modular training curriculum to prepare employees for their specific assignments. Our Director of Training will oversee the training program to ensure that it meets all State of California and Public Works requirements. Our Regional Training Director for Southern California will conduct the training program. He is an authorized training instructor for the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services and will ensure that all mandated training requirements are satisfied.



- **Akai is an industry leader in innovative security training.** We have trained thousands of our employees and conducted hundreds of training programs for federal, state, and local law-enforcement agencies and corporations.

- **Akai's Quality Control Plan ensures continual evaluation, improvement of contract performance, and effective resolution of any contract-related problems.** Our QC Plan is based on regular, scheduled and unscheduled, site visits and inspections, with monitoring and oversight by our Chief Government Facilities Branch, Contract Director, and supervisory personnel. Our QC Plan includes an Inspection Plan, which is designed to address and evaluate each



Performance Requirements Summary (PRS) task. Akal's Contract Compliance Matrix (CCM)—the database that will verify contract compliance through its fulfillment—will be customized to include all PRS requirements, assuring Public Works that each contract requirement is delivered, as required, and on time. Throughout the contract, we will audit every element of our performance and grade ourselves according to customer satisfaction, utilizing CCM results to continually improve our service.



- **Akal attracts and retains exceptional personnel.** A critical success factor for the Public Works program is the contractor's ability to maintain a fully qualified, trained, and stable security force. Akal's exacting screening and hiring process—in strict compliance with State of California and Public Works requirements—ensures that only

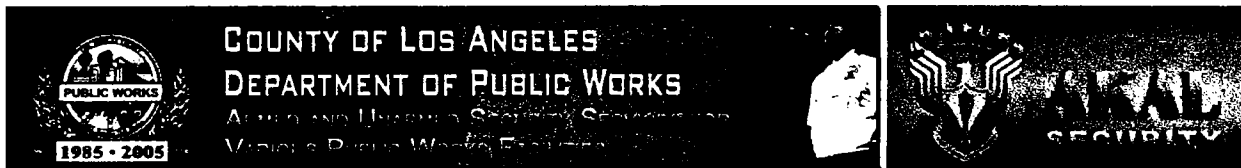
fully qualified security officers will be assigned to various Public Works facilities. Akal's compensation and benefits, as well as our employee relations policies, are designed to recruit and retain quality security personnel.

- **Akal's established Phase-in Plan ensures that every task to be accomplished during the transition phase is scheduled, assigned, tracked, and achieved.** Akal is prepared and committed to providing quality service from the first day of contract performance. We have a successful track record in achieving smooth, trouble-free contract start-ups, even on short notice. Our proven phase-in plan is based on our past success and is designed to cover every facet of contract start-up from date of award to implementation of full operations.

Best Value Overall

Akal offers the best value overall:

- **Cost-effective services**—a comprehensive, high-quality security program at the lowest possible cost
- **Highly relevant, comparable experience** performing similar services
- **Dedicated local and corporate management** that is always fully responsive to client needs and provides continual support and guidance to the contract director and supervisors
- **Exceptional Service Partnership** and technical ability to perform the Scope of Work with proven methods of program management, quality control, training



and innovation, all adapted to support the Public Works mission

- Capable administrative support that will maintain all records and reports utilizing our established WinTeam™ database technology
- Proven start-up ability to ensure implementation of full operational services on day one of the contract.

Akal's Unlimited Commitment

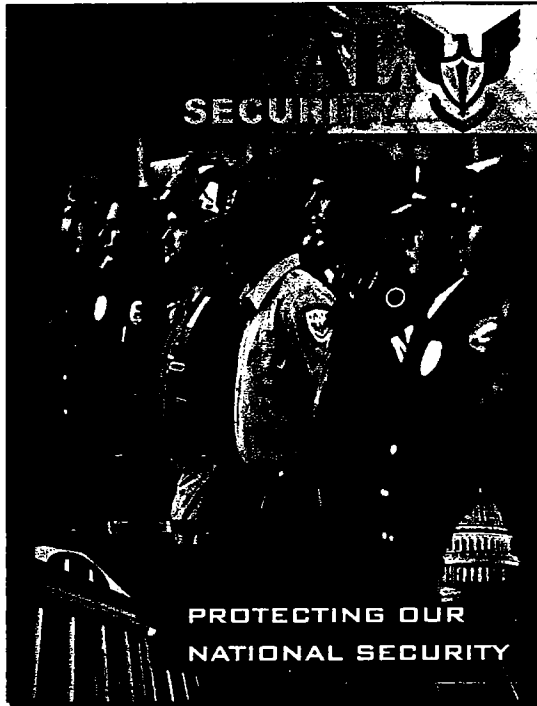
Los Angeles County Department of Public Works requires professional, armed and unarmed security officers who are well supervised and supported by a committed, first-class corporate organization with a quality program. Akal brings this *unlimited commitment* to exceptional service to every client, every day.

Our established reputation as a preferred contractor to many city, county, state, and federal government agencies and private corporations is based on our ability to

provide effective, high-quality programs. We have worked diligently to become the *best value* contractor for hundreds of clients. Akal's people, plans, and programs are fully dedicated to maintaining this high standard and are what we believe makes us the *best value* contractor for the Department of Public Works.



4. Proposer's Capabilities



4. PROPOSER'S CAPABILITY

4.a Background

The Akal Story

Akal was founded in 1980, bringing professional security services to local markets throughout New Mexico. By 1985, the Akal model of *exceptional service* had attracted clients in Texas, Arizona, Nevada, and California, from remote gold mines to modern office complexes. Twenty-five years after our founding, Akal has grown to be the fourth largest security services firm in the United States with operations in 43 states, several U.S. territories, and expanding operations abroad.

Federal Government Division

In 1987, Akal began providing contract security services to the U.S. Government and earned a reputation for consistently achieving quality results with cost-effective services.

Akal received numerous contracts to protect critical national facilities, including White Sands Missile Range, U.S. Army Records Center, and DEA's International Intelligence Center. In 1992, the U.S. Marshals Service awarded Akal the first of many contracts to provide professional Court Security Officers to protect U.S. courthouses. Today, Akal is the largest judicial security contractor in the United States.

In 2002 and 2003, Akal was awarded four contracts under the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE). In 2003, the U.S. Army awarded three contracts to Akal to provide security at Army bases and installations in eight states. In 2004, the DHS, Federal Protective Service (FPS) awarded a contract to Akal to protect more than 100 federal government buildings in the states of Illinois, Indiana, Minnesota, and Wisconsin. In 2005 the U.S. Air Force contracted Akal to provide armed protection at 18 Air Force facilities in 12 states and Guam. Other Akal federal-government contracts protect major public office buildings and overseas military installations.



National Division

Akal's National Division spans the continental United States and Hawaii, providing exceptional security officers to city, county, and state government agencies and commercial facilities. Akal is widely recognized for delivering excellent, custom-designed security programs that surpass contract requirements and meet each client's unique needs. Major clients include Baltimore-Washington International Airport, City of Phoenix, City of Tucson, major healthcare facilities throughout southern California, and state and local government facilities throughout the Southwest. Akal has over 1,000 personnel in southern California performing armed and unarmed services. Akal's exceptional training and customizable curriculum earn numerous commendations from law-enforcement agencies, as well as our clients.

Akal founders continue to guide the company by working closely with its clients, employees, and communities. Our commitment to *Exceptional Service Partnership* is long term and unlimited, strengthening our clients' organizations. Akal Security is a *wholly U.S.-owned and -operated*, privately held New Mexico corporation.

4.b Organization

Akal's *Exceptional Service Partnership* is supported by the pillars of our six core competencies:

- Client Focus
- Exceptional People
- Rigorous Supervision
- Management through Leadership
- Thorough Training
- Quality Improvement

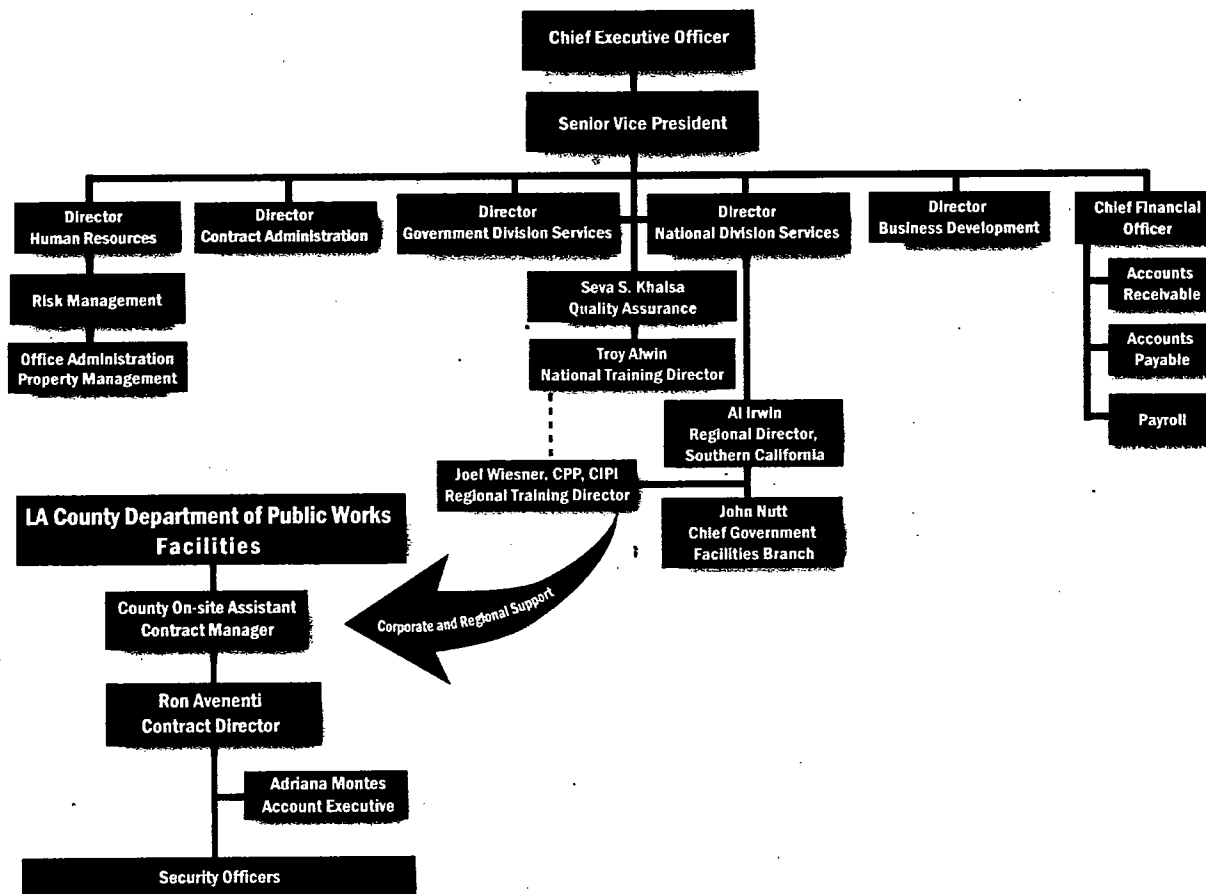
These core competencies stand on the foundation of our *Unlimited Commitment*.

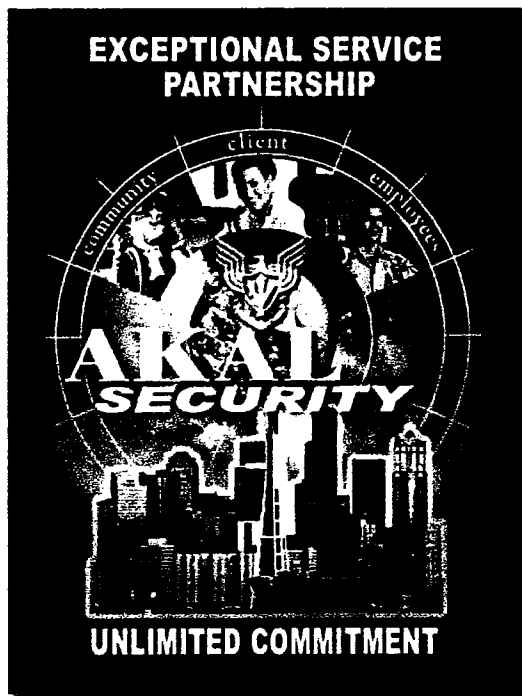
The organizational chart presented on the following page illustrates how Akal will bring these competencies to our work for the County of Los Angeles, Department of Public Works.

Akal's organizational structure clearly identifies authority and responsibility that is appropriate for every situation at every level of the organization and is designed to provide strong support for its managers. Akal ensures that its managers have the resources and decision-making authority they need to deliver the highest quality of service to LA County.

The following organizational chart depicts the lines of authority and responsibility in Akal's organizational structure.

Akal's Organizational Chart





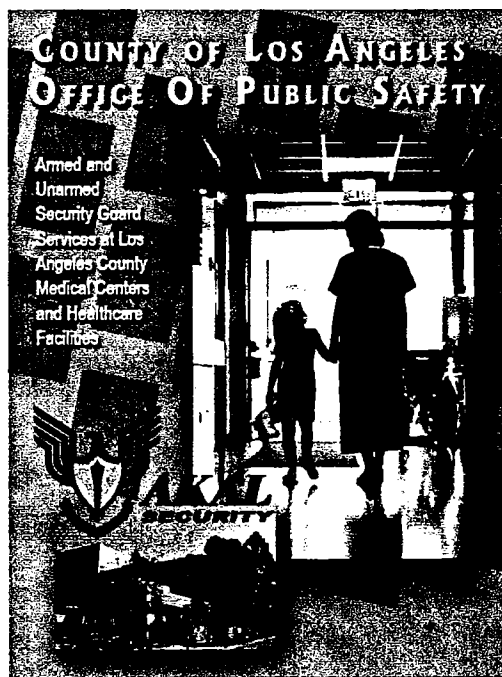
4.c Experience

4.c.1 Length and Quality of Experience

Founded in 1980, Akal is celebrating 25 years of success providing armed and unarmed security guard services to clients across the United States. We have effectively and efficiently performed on contracts for numerous federal government agencies and for various state and local governments since 1987. The Commendation letters provided in the Additional Information, Section 18 of this proposal, provide testimonials of our customer's satisfaction and lend credence to the quality of our performance.

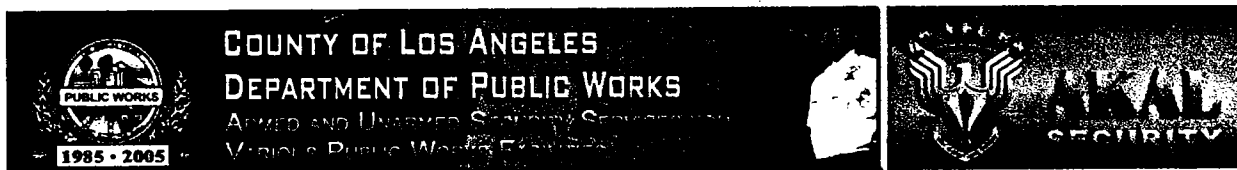
Description of References

The following summaries of relevant, similar contracts demonstrate that Akal meets the minimum requirements stated in the solicitation and that Akal has the capability to perform the required services as a corporation. Section 7, References, in this proposal contains Akal's Reference List (Form PW-6) that includes contracts with all public entities in California for which Akal has provided service within the last three years.



1. County of Los Angeles USC Medical Center and 21 Healthcare Facilities Los Angeles, California

Since October 21, 2001, Akal has provided unarmed and armed security services for Los Angeles County Medical Centers, consisting



of the University of Southern California (USC) Medical Center and 21 healthcare facilities throughout Los Angeles County.

The USC Medical Center is a teaching hospital and one of the nation's largest public hospitals. Every year, the hospital treats approximately 800,000 patients, including 250,000 emergency room patients and nearly half the AIDS patients in L.A. County; delivers approximately 10,000 babies; and serves nearly two million outpatient visitors (approximately 5,000 per day).

Many USC Medical Center patients are severely injured. The Center's medical staff includes 450 full-time faculty physicians, 900 interns and residents, and 1,500 part-time or visiting physicians.

The need for security is paramount at this busy medical center and its clinics. More than 200 Akal officers provide security services to the L.A. County Medical Centers, with 80 Akal officers at the USC Medical Center and three to four officers at each clinic. Duties include the following:

- Deterring criminal acts by intervening to terminate criminal or injurious acts
- Conducting patrols
- Observing and reporting safety hazards
- Restricting access to secured areas
- Providing a visual deterrent to vandalism or other criminal acts
- Providing parking lot safety
- Monitoring alarm and electronic surveillance systems

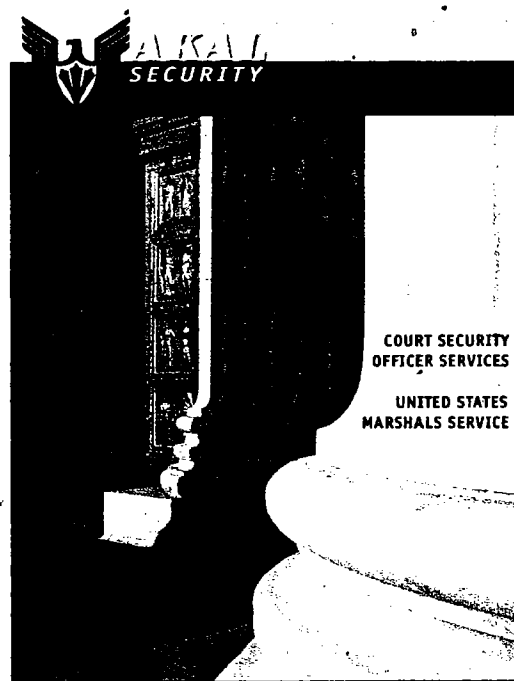
- Visually screening for materials leaving the facilities
- Conducting weapons screening at entrance checkpoints, using x-ray machines and magnetometers
- Ensuring that only authorized personnel gain access to restricted facilities, by visually inspecting for proper identification or authorization
- Detaining unauthorized persons who attempt to gain access to restricted facilities
- Verifying the security of safes and other areas where valuable equipment is stored
- Providing the appropriate response to bomb threats and other terrorist activities
- Reporting safety hazards
- Responding to fire or burglary alarms
- Detaining persons suspected of damaging property, injuring others, or other criminal activity
- Providing escort services or back-up assistance to other officers, as required

2. County of Los Angeles Harbor-UCLA Medical Center, Rancho Los Amigos Medical Center, and IngleSide Hospital Los Angeles, California

Since November 1, 2002, Akal Security has provided unarmed and armed security services for the County of Los Angeles at the Harbor-UCLA Medical Center, Rancho Los Amigos Medical Center, and IngleSide Hospital. Duties include the following:

- Deterring criminal acts by intervening to terminate criminal or injurious acts

- Conducting patrols
- Observing and reporting safety hazards
- Restricting access to secured areas
- Providing a visual deterrent to vandalism or other criminal acts
- Providing parking lot safety
- Monitoring alarm and electronic surveillance systems
- Visually screening for materials leaving the facilities
- Conducting weapons screening at entrance checkpoints, using x-ray machines and magnetometers
- Ensuring that only authorized personnel gain access to restricted facilities, by visually inspecting for proper identification or authorization
- Detaining unauthorized persons who attempt to gain access to restricted facilities
- Verifying the security of safes or other areas where valuable equipment is stored
- Providing the appropriate response to bomb threats and other terrorist activities
- Reporting safety hazards
- Responding to fire or burglary alarms
- Detaining persons suspected of damaging property, injuring others, or other criminal activity
- Providing escort services or back-up assistance to other officers, as required



3. U. S. Marshals Service – Court Security Officer Program

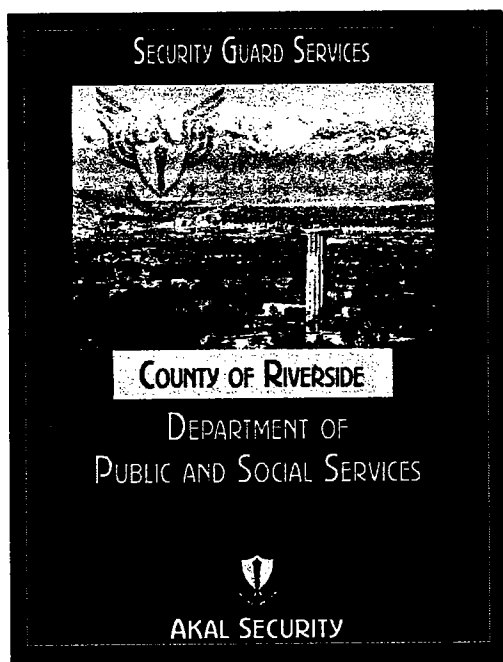
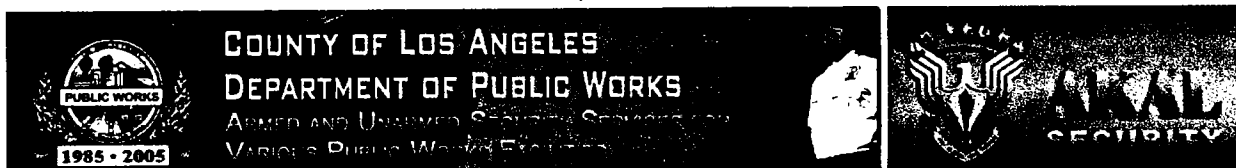
2nd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 11th Judicial Circuits

More than 400 Federal Courthouses in 42 states nationwide

***NOTE:** More than 800 Akai Security Court Security Officers protect all federal judicial facilities in the 9th Judicial Circuit, which includes all of California.*

Akai Security is the nation's largest provider of contract Court Security Officer (CSO) services. Akai works as a close partner with U.S. Marshals Service (USMS) deputies, who are responsible for court security throughout the United States. Our 4,000 deputized officers are on the front line protecting most U.S. courthouses, guarding the judicial family against the increasing threats of terrorism and criminal attack.

- Visually inspecting each I.D. card and pass to ensure that they are valid and belong to the person who has possession of them
- Preventing unauthorized persons from gaining access to City facilities and property
- Detaining unauthorized persons until law-enforcement officers arrive
- Performing package and vehicle inspections and limited searches of individuals, as required, utilizing the following equipment:
 - Metal-detection equipment—stand-alone, walk-through, and hand-held units
 - X-ray equipment—stationary and portable
 - Closed circuit television (CCTV)
 - Fire, smoke, heat, and all other alarm systems
 - Nuclear, biological, and chemical (NBC) agent detection
- Performing security checks of installation facilities via vehicle and foot patrols
- Manning fixed posts
- Monitoring access-control systems, CCTV cameras, alarm keypads, and Fire/Life Safety systems
- Providing security to direct, control, and monitor the admittance of the public, pedestrians, vehicles, City employees, and City vehicles to City-owned or -leased buildings, lobbies, floors, and parking areas
- Providing security and escort services for City employees from designated City facilities to building parking areas
- Preventing disorderly conduct
- Performing emergency activities, including the following:
 - Rendering First Aid attention until medical help arrives
 - Assisting with traffic control and personnel
 - Engaging in fire fighting duties
 - Protecting evidence at the scene of a crime
 - Guarding an area following a natural disaster or serious incident
- Reporting hazardous conditions
- Performing miscellaneous duties, such as turning off unnecessary lights, visually checking safes, locking repositories and cabinets, closing windows, opening and securing doors and gates, and raising and lowering the flag, as directed by the Post Orders
- Receiving, providing receipt, and safely storing lost-and-found articles, until returned to the owner or disposed of by the City



5. Riverside County – Department of Public Social Services Offices

Riverside County, California

Akal has been providing unarmed security officer services to the County of Riverside, Department of Public Social Services (DPSS) offices, since October 2002. The DPSS performs critical County functions:

- Transition assistance from welfare to work
- Child protective services
- Adult protective services

Because of the sensitive nature of the DPSS mission, a high level of confidentiality is required, and all Akal officers sign an oath of confidentiality. The trust in Akal officers that has developed has allowed our officers to assist DPSS personnel in delicate situations.

Before the start of the contract, Akal met with DPSS management personnel at each DPSS facility to discuss security and develop post-specific Post Orders and a Vulnerability Assessment.

Akal officers perform the following duties:

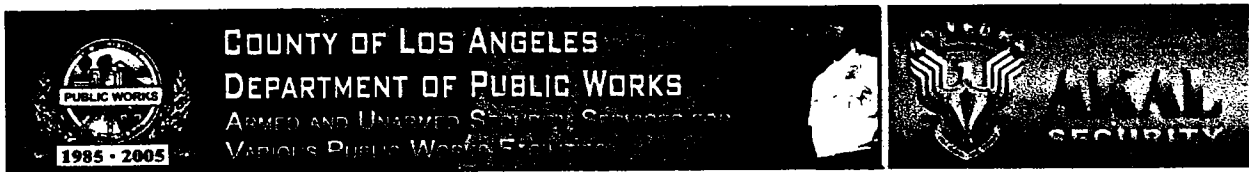
- Provide general security control
- Escort County employees to their vehicles, upon request
- Monitor ingress and egress in secure areas
- Patrol DPSS facilities on foot, checking all interior and exterior doors at 15-minute intervals
- Enforce a restrictive admittance policy, admitting only DPSS employees with the proper identification badge, clients, family, and law-enforcement personnel
- Summon appropriate police/fire authority and/or County personnel, as necessary

6. County of Los Angeles County of Los Angeles, Olive View-UCLA Medical Center (Interim Contract)

Los Angeles, California

NOTE: Because of Akal's two contracts with the County of Los Angeles (listed above), the County asked Akal to provide security officer services on an interim contract for Olive View-UCLA Medical Center as an add-on to the County contracts, until a formal solicitation could be released and a new contract awarded.

In December 2003, Akal began an interim contract with the County of Los Angeles to provide armed and unarmed security officer



services to Olive View-UCLA Medical Center. Duties include the following:

- Conducting patrols of the facility
- Manning fixed posts
- Visually screening and preparing written records of packages and parcels—and their contents—carried into and out of the facility to secure against theft
- Monitoring alarm systems and electronic surveillance equipment
- Operating weapons-screening equipment, including x-ray machine and magnetometers
- Conducting searches of individuals for weapons or contraband and detaining individuals for further investigation or arrest
- Ensuring that only authorized personnel are permitted access to closed or restricted facilities
- Intervening to terminate injurious acts
- Detaining persons suspected of damaging property or injuring others
- Reporting safety hazards, malfunctioning equipment, and liquid spills to the proper authorities
- Performing escort duties and assisting other officers, as required

Maintaining order and using good judgment and discretion in dealing with persons who are unruly or trespassing

4.c.2 Résumés

Akal works to provide management through leadership. We understand the importance of

bringing the best available managers and supervisors to a contract. Following are brief introductions to the executive and management personnel for this effort. For the county's convenience the full résumés are included in Section 18, Additional Information.

- **Mr. Alan Irwin,**
Regional
Director for
Southern
California, will
provide regional



oversight and monitor quality control for the security program for each contract. Prior to becoming the Regional Director, Mr. Irwin provided oversight of Akal's contracts with Los Angeles County. He is a career law-enforcement officer whose knowledge and experience bring great value to DPW and the County.

- **Mr. John Nutt,**
Chief
Government
Facilities Branch
will supervise the
Contract Director



and be available to County management for any escalated issues. In addition to direct supervision and evaluation of the Contract Director, Mr. Nutt will assist in the quality control review and analysis for supervisors on the contract. He also oversees recruiting and hiring activities to ensure Akal's stringent standards are met.

- **Mr. Troy Alwin, National Director of Training**, has an impressive background in



law-enforcement, training, and security management. His comprehensive experience, applied to these contracts, ensures that Akal's training program for the County meets the highest level of industry standards and satisfies every County requirement.

- **Mr. Joel Wiesner, CPP, CIPI, Regional Training Director for Southern**



California, will conduct the training program for the County. Mr. Wiesner is a certified and authorized training instructor for the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.

- **Mr. Ron Avenenti, Proposed Contract Director**, is a Contract Manager with Akal and has more than four years of management experience. He will provide overall management and coordination of this contract, and will be the central point of contact with Public Works. As Contract Director, Mr. Avenenti will have full authority to act for Akal on all matters relating to the daily operation of this contract. He will also maintain the Quality Control Program, report to, and

meet with, the County Contract Manager or the on-site Assistant Contract Managers, as required, and respond to Contract Discrepancy Reports. With the advice and consent of the Assistant Contract Manager, the Contract Director will establish contract policy and procedures. With experience as an Akal Contract Manager, many years as a manufacturing operations and production manager, and U.S. Marine Corps drill instructor, Mr. Avenenti is well qualified to be Akal's proactive Contract Director.

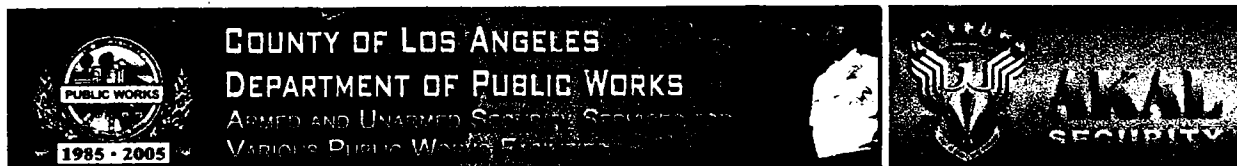
- **Adriana Montes, Proposed Account Executive**, is the Business Manager for our Los Angeles County Contracts. She will provide administrative support and maintain records and reports for the County contracts. Ms. Montes will be the liaison between Akal and the County on-site Assistant Contract Manager and Contract Manager concerning administrative matters. She will be responsible for invoicing and billing issues, and for time-card related operations.

Providing Exceptional Leadership

Akal's managers and supervisors will focus on delivering superior field performance to meet the needs of the County. Our rapid supervisory response creates a strong, positive impact on facility operations. This intense customer focus is the force behind Akal's *Exceptional Service Partnership*.

Supervisors

Every security officer assigned to the County will receive guidance and oversight



from an experienced supervisor. The supervisor documents post checks and provides supportive, on-the-job coaching. Supervisors will perform the following duties:

- Inspect all security personnel to ensure proper uniform, sobriety, and clear comprehension of Beat Instruction Books and emergency procedures.
- Conduct in-service training, as necessary.
- Issue radios, radio holders, and keys, as appropriate, to all security officers.
- Provide briefings to County personnel regarding any unusual incidents or deviations from the approved staffing pattern.
- Ensure that rain gear is provided to all security officers posted outside in inclement weather.
- Fax sign-in sheets to the correct personnel at corporate headquarters, while maintaining the originals for invoicing.
- Verify and obtain all security officer signatures on each shift; ensure that all times are properly accounted for and that signatures are legible.
- Orient, train, and document all activities for all newly assigned security officers.
- Provide refresher or remedial training to security personnel, as needed.

Akal supervisors will inspect each beat assignment at least once each shift. Our supervisors will attempt to resolve all routine questions concerning the beat assignments. The supervisor will deal with unresolved questions through consultation

with the facility's on-site Assistant Contract Manager. At a minimum an Akal manager, or their designated representative, will meet with the facility's on-site Assistant Contract Manager on a monthly basis.

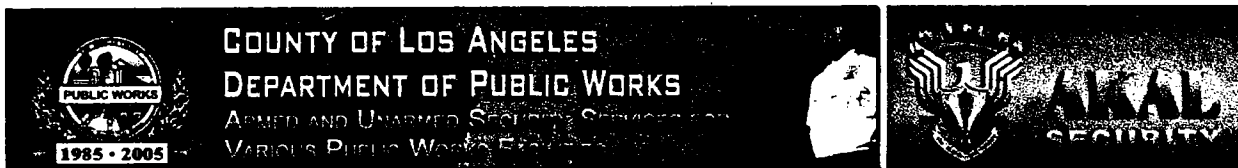
4d. Initial Review Criteria

Akal Security meets or exceeds all initial review criteria:

1. Safety Records

Akal has more than 25 years' experience providing safe security officer services. We maintain detailed safety records and safe working environments for our employees. Our completed Contractor's Industrial Safety Record, Form PW-4, demonstrates our record of strong safety policies and supervisory enforcement of our safety policies. All officers receive initial safety training and ongoing coaching in safety principals and practices to ensure strict adherence to safety and risk management policies and record keeping procedures.

Akal operates on the principal that accidents are preventable, and we are fully committed to providing a safe environment in the workplace. Our Safety Program is successful because our managers and supervisors are dedicated to maintaining and carefully reviewing our safety records so that we can continually improve our program. Every employee is trained in the importance of safely discharging their responsibilities and recognizing their roles in creating and maintaining a safe and healthy workplace. At Akal, *everyone* is held accountable for safety.



Following are excerpts and highlights from our Safety Training provided to our security officers and supervisors.

Safety Policy Elements of Success

- Protection of employees, the public, and Akal operations for its clients is the top priority.
- Safety takes precedence over expediency or short cuts.
- Every attempt will be made to reduce the possibility of accident or loss.
- Akal will comply with safety laws, ordinances, and accepted standards of safe practice.
- Akal's safety policy will be well-publicized at all levels and endorsed by management.
- Safety Records are important and an Incident Report is completed immediately following any accident or injury and carefully reviewed to develop ongoing improvements to Akal's Safety program.

2. Bid Guaranty

Akal has provided the required Bid Guaranty in the form of a bid bond, made payable to the County of Los Angeles in the amount of ten percent of our proposed annual price on Form PW-2, Schedule of Prices. Akal's Bid Guaranty assures the County that Akal's security officer services will meet every specification in the RFP and all subsequent contract requirements, and our services will be satisfactory to the County and meet or exceed performance requirements. This Bid Guaranty is backed up by Akal's proven, successful

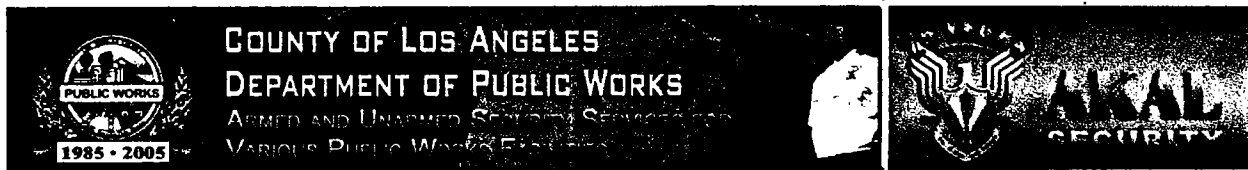
performance on contracts with services similar in complexity to Public Works and on which we have received exceptionally high evaluation scores in our performance ratings year after year.

3. Ability to Meet Contract Insurance and Bond Requirements

Akal maintains general liability insurance with a \$20 million umbrella policy that exceeds the industry average and the requirements for this contract. Akal provides Workers' Compensation Insurance to all officers, supervisors, administrative personnel, and managers employed by Akal. Akal employees are also covered for employee dishonesty, as shown on our Certificate of Insurance, with limits that exceed contract requirements. Upon contract award, Akal will provide an original Certificate of Insurance, naming Los Angeles County as additional insured, as required. *Our sample Certificate of Insurance is provided in Section 18, Additional Information.* Akal has provided a Bid Guaranty in the form of a bid bond with this proposal and will provide a performance bond, as required, upon award of the contract. The completed Form PW-2 is in Section 6.

4. GAIN/GROW Requirements

Akal Security declares its ongoing willingness to consider GAIN/GROW participants for current and future employment openings, provided they meet the minimum qualifications for that opening. Additionally, we declare a continuing willingness to provide employed



GAIN/GROW participants access to Akal Security's mentoring program, as available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Akal does not plan to use any subcontractors in the performance of this contract. *The completed Form PW-10, GAIN/GROW Employment Commitment, is in Section 19, Forms List.*

5. Charitable Contributions Certification

We have completed the Charitable Contributions Certification Form PW-12 and certify that Akal does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. Akal does not plan to use any subcontractors in the performance of this contract. *The completed Form PW-12 is in Section 19, Forms List.*

6. Jury Service Program

We have completed the Jury Service Program Form PW-3, and Akal has and continues to adhere to a written policy that provides time off for jury duty in compliance with all applicable laws. *Please find Akal's Jury duty policy on page 15 of the Employee Handbook in the back pocket of the proposal binder.* Akal does not plan to use any subcontractors in the performance of this contract. *The completed Form PW-3 is in Section 19, Forms List.*

7. Living Wage Program

Akal will meet the Living Wage Program requirements, and we have included a medical plan option for employees and their

families in our compensation package, according to the Living Wage Program requirements in the RFP.

8. Staffing Plan

Our Staffing Plan provides full-time employees of Akal who will perform the required work. Akal fully understands and will comply with the requirement to assign and use full-time employees to meet the Staffing Plan, as outlined in Form LW-8, included in Section 6.

9. Health Benefits

Akal's hourly compensation and health-benefit plan option exceeds the Living Wage requirements, and Akal has not requested exemption status. Akal's proposal to the County includes our Symetra Medical Insurance plan option for employees, providing health benefits to employees and their families. *A description of our Symetra medical insurance plan is included in Section 18, Additional Information.*

10. History of Business Stability and Integrity and Financial Ability to Pay a Living Wage

Now in our 25th year of providing exceptional security services, Akal is one of the four largest U.S. security services contractors in the United States, with more than \$500 million in annual revenues. We have been profitable every year in business and have built substantial shareholders' equity through responsible financial management practices. Akal's line of credit with the Bank of America is flexible and designed to facilitate the company's growth. Our well-administered employee benefits



and employee relations programs have proven integrity and assure the County of a strong and stable work force. Akal has all of the necessary resources to handle living-wage payroll costs, manage a seamless start-up and transition, and deliver a smooth-running security operation throughout the term of the contract. *Please refer to Section 11, Financial Statements, for additional information.*

11. Forms and Schedule of Prices

We have completed and signed all of the necessary forms in the RFP, including Form PW-2, Schedule of Prices. Akal does not plan to use any subcontractors in the performance of this contract.

12. Proposer Is Properly Licensed

Akal has held a Private Patrol Operator License (License No. PPO 9871) in good standing through the State of California Department of Consumer Affairs since 1987. *A copy of our license is included in Section 18, Additional Information.*

13. Proposer's Annual Price/County's Avoidable Cost

Akal's annual price to perform services reflects years of experience in effective cost controls and assures the County that our costs are realistic and reasonable. Akal's price proposal has been developed by a team of security experts. Our understanding of the RFP requirements—as well as our experience and expertise—ensures accurate, cost-effective methods of calculating costs for wages and tax burden, employee benefits, insurance, equipment and maintenance, management and supervision,

and quality assurance. Akal's team of security experts will work together with the County throughout the term of the contract to ensure that an efficient, dependable, high-quality security program is in place at all times.

14. Proposer's Experience

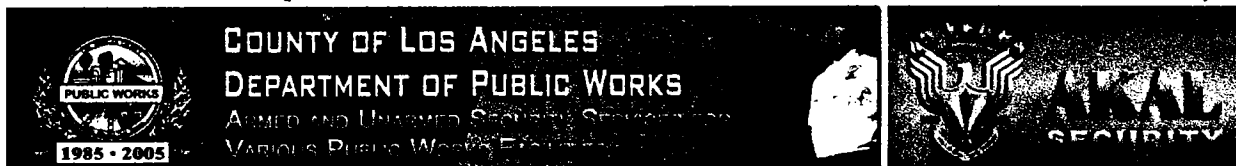
We have more than 25 years' of successful experience providing exceptional security officer services. Akal's experience and past performance, described in this proposal, are directly relevant and include contracts with the County that are similar in size and complexity to the solicitation for various Public Works facilities. Our proposed Contract Director, Account Executive, and supervisors have the hands-on leadership experience and talent to lead our well-trained and qualified guard force in delivering outstanding performance at all locations. *Please find examples of our commendations that demonstrate our experience and exceptional performance in Section 18, Additional Information.*

15. Proposer's Conference

Akal's representative, Mr. Ron Avenenti, our proposed Contract Director, signed in and attended the mandatory proposer's conference.

16. Proposal Submission

We will hand deliver our proposal to the Cashier prior to the deadline for submission and in accordance with the specifications and requirements in the RFP, and we will obtain a time stamp at the time of delivery.



4e. Evaluation Criteria

As shown below, Akal Security meets or exceeds all evaluation criteria for proposal award.

1. Proposed Price

Akal's price proposal has been developed by a team of security experts. Our pricing offers excellent value to the Department of Public Works. We offer a cost-effective, high-quality solution that will meet Public Works budget and service goals, Living Wage requirements, and allow Akal to deliver exceptional service. *Please refer to Section 6, Total Proposed Annual Price, for specific information, Form LW-8, Proposer's Cost Methodology, and form PW-2, Schedule of Prices.*

2. References

Akal brings to the County its extensive experience in performing similar work. Our cited references and contract experience are relevant and suitable, including two contracts with the County of Los Angeles—USC Medical Center and health facilities and Harbor-UCLA Medical Center, Rancho Los Amigos Medical Center, and Ingleside Hospital. We also have an interim contract with the County of Los Angeles, Olive View Medical Center, and contracts with the City of Los Angeles, the County of Riverside Department of Public and Social Services, and the U.S. Marshals Service, 9th Judicial Circuit, which includes all of California. *Please refer to Section 4.c.1, Length and Quality of Experience, for descriptions of these contracts. The references are on Form PW-6 in Section 7, References.*

3. Experience

Contract Experience

Our successful and relevant experience with similar contracts has prepared us to excel on this contract, assuring Public Works that Akal offers the best service at the best value.

Akal Security manages critical protection programs for a diverse group of major clients throughout the United States, including city, county, and state government agencies, national security facilities of the U.S. Government, the U.S. Army and U.S. Air Force, multinational corporations, and premium office properties. All of Akal's professional experience includes the common element of providing value-added services in partnership with our client's most important business goals. *Please refer to Section 4.c.1 for more information about Akal's experience.*

Experience of Key Personnel

Akal's experienced key personnel ensure effective leadership and control of all contracted security services. Our Management Team includes our Regional Director for Southern California, a senior Contract Director, an experienced Account Executive, our National Director of Training, and our Regional Training Director for Southern California. Under the direction of our Regional Director, our Management Team will manage all aspects of the contract with effective and timely decision-making. Our experienced supervisors will oversee, inspect, and control the quality and completeness of all work performed. *Please refer to Section 4.c.2, Résumés, for more detailed information.*

4. Financial Resources for Living Wage Contracts

Akal Security is one of the largest security services contractors in the United States, with more than \$500 million in annual revenues. Our corporate headquarters are located in New Mexico and, perhaps more importantly, we have extensive operations in Southern California. Our financial strength has allowed us to smoothly and successfully start up and finance more than \$400 million in new annual business over the past five years. We have been profitable every year of our 25 years in business. Our financial statements reflect our profitability and stability. *Please refer to Section 11 for more information. Our audited financial statements are in Section 18, Additional Information.*

5. Work Plan

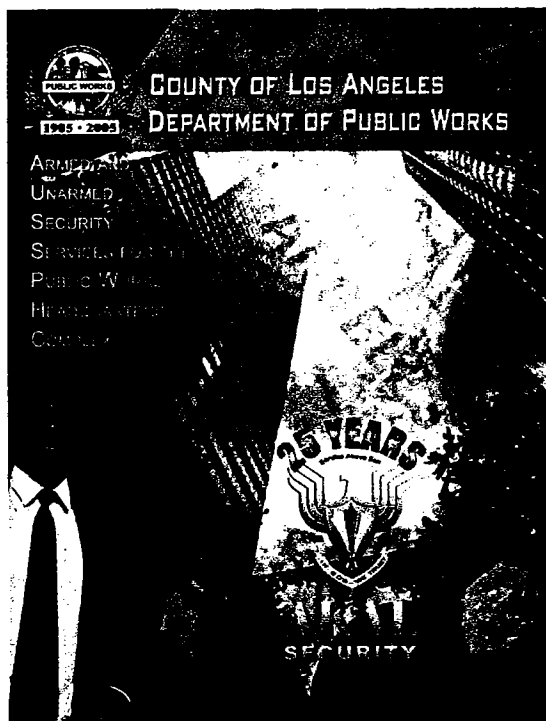
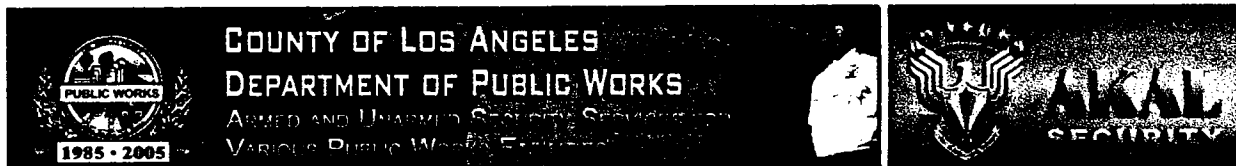
Akal will apply its proven methodology to execute the requirements of Exhibit A, Scope of Work. Our proposal describes our proven ability to provide a comprehensive, high-quality security program that is responsive to all RFP requirements.

Akal's Contract Director and supervisors will be focused on delivering superior performance to support the security needs of Public Works. Akal is well known for its

rapid supervisory response to its clients, the force behind Akal's *Exceptional Service Partnership*. Our qualified, trained security officers will provide a high-profile, visible deterrent to unauthorized persons and suspicious or criminal activity. *Please refer to Section 5, Work Plan, for additional information.*

6. Demonstrated Controls over Labor/Payroll Record Keeping

Akal's state-of-the-art WinTeam™ reporting technology ensures accuracy and timeliness of labor and payroll record keeping. WinTeam™ is a fully integrated, reporting database that keeps Public Works and our managers up to date with essential information by efficiently tracking contract compliance, personnel data, license and certifications dates, personnel and post scheduling, employee payroll, accounts receivable, accounts payable, human resources, inventory, fixed assets, general ledger, and job costing. Akal will maintain complete files and records and meet or exceed all statistical reporting requirements. Our accurate invoices match payroll and post records in either split-rate or flat-rate format. *Please refer to Section 17 for detailed information about Akal's record keeping.*



5 WORK PLAN

Akal's proposal meets all the requirements presented in Exhibit A, Scope of Work. Our extensive experience and capabilities, as presented in Section 4, and the material presented in this section demonstrate that Akal is fully capable of meeting or exceeding the requirements set forth by the County in the Scope of Work. The management structure and philosophy used by Akal has consistently and effectively responded to contingencies and emergencies, and given responsive and timely service to a diverse set of clients. The Commendations presented in Section 18, Additional Information, and our project references document our record of exceeding expectations for quality and service.

5.a Staffing Plan

Akal recognizes the County requirement for the security services contractor to assign and use full-time employees to meet the Staffing Plan. *Form LW-8 is presented in Section 6, Total Proposed Annual Price.*

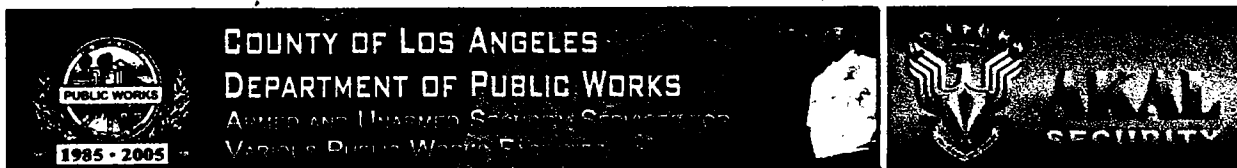
Akal has a 25-year history of meeting all staffing requirements, including more than 20 large government contracts, with retention rates well above industry average. During this time, Akal has managed more than 10,000 government contract employees, and recruited and trained thousands of new employees, meeting all staffing deadlines, often on very short notice.

Staffing Plan for the Department of Public Works Facilities

Our Staffing Plan for the Department of Public Works Facilities includes a non-billable Contract Director and Account Executive to assist the supervisors. All security officers will be full-time Akal employees. Akal will submit to Public Works a résumé for each supervisor and security officer, as per the RFP, that addresses the candidate's general information, their employment history, their military record if applicable, and their criminal background checks.

Full Staffing of all Contract Hours

Akal will provide sufficient staffing to meet the level that is acceptable to the County and as specified in the solicitation. Akal will meet all staffing requirements with a continual recruiting and training program that attracts qualified applicants and prepares them to successfully perform their duties.



Immediately following contract award, Akal will begin the process of recruiting and hiring. Incumbent officers will be interviewed and screened first, and qualified incumbent employees will be given hiring preference. By the agreed-upon start date, Akal will have hired, screened, and trained 100 percent of the required workforce.

Akal's Regional Office in Los Angeles County will provide the following:

- Recruiters
- Screening personnel
- Training instructors

Our ongoing recruiting program will ensure that Akal will always maintain a ready pipeline of cleared and trained, armed and unarmed, security officers to staff the schedule. Akal will ensure that an adequate number of qualified and County-cleared officers are always available for duty.

Compensation and Employee Retention

Current growth in the security industry has greatly expanded employment opportunities. Qualified security officers in today's market are in high demand. Akal understands that one of the greatest challenges to maintaining a quality officer force is the turnover of security officers. An attractive compensation package is critical in retaining experienced and trained security personnel, particularly in areas such as Los Angeles County, where market conditions create wage and retention pressures.

Studies have shown that employees who are well compensated stay with their employers much longer than employees who are not. To retain qualified and experienced officers,

Akal's pricing includes an above average wage rate that will facilitate retention. Low employee attrition benefits Akal and the County by holding down costs and keeping knowledgeable officers on post.

Back-up Staffing Plan

Akal will maintain a back-up team, consisting of ten percent of the contract officer force, to cover all absences, both scheduled and unscheduled. The back-up team consists of armed and unarmed security officers who have been County-cleared, trained, and will be ready to step in whenever needed. Officers on the back-up team will not be scheduled for a specific post but will be cross-trained and qualified to fill any open post. Vacations, training, medical leave, and other planned and unplanned absences will be covered by utilizing the back-up team.

Akal will always maintain a pipeline of cleared and trained officers to staff the schedule. This is a key element of Akal's Staffing Plan, ensuring that staffing resources will be ready and available when needed, and all posts are covered at all times.

Equal Employment Opportunity Compliance

Akal's screening and recruiting procedures are in compliance with equal employment opportunity (EEO) and affirmative action regulations. Each applicant receives fair and equal treatment under Akal's Equal Employment Opportunity program. Akal Security does not discriminate according to the powers and procedures of the U.S. Equal Employment Opportunity Commission and U.S. Department of Labor, Wage and Hour



**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

ARMED AND UNARMED SECURITY SERVICES
VARIOUS PUBLIC WORKS FIELD STATIONS



Division. Akal is widely recognized for its diverse workforce.

The Staffing Schedule

Successful management of a complex duty schedule is a key component of an effective officer force. An important element of achieving a satisfied work force is giving employees a permanent schedule, so that they can rely on regular work hours and a consistent paycheck. To accomplish this, the following are required:

- Temporary replacements for planned vacations will be scheduled to maintain the integrity of the schedule, utilizing our back-up team.
- A system for covering unplanned absences due to illness or other reasons will be employed, utilizing our back-up team.
- A pipeline of recruits will be readily available to fill posts that are open due to attrition.

Under no circumstances will any post be left unfilled.

Security officers are assigned to posts in a systematic manner. Members of the back-up team will be utilized to fill in for planned and unplanned absences.

All work scheduled on this contract will be in strict compliance with the specified requirements of the contract. *Our customized Staffing Plan for the Department of Public Works, utilizing unarmed or armed security officers, as requested, is in Section 6, Form LW-8.*

Overtime

Akal will obtain the necessary labor approvals which allow our employees to work 4/40 work weeks under this contract. Akal acknowledges that Public Works will not pay overtime to Akal's employees required to work a 4/40 work week. We recognize that, per RFP Exhibit B, Section 3.R, work in excess of eight hours a day or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815. Akal will comply with the Labor Code, Sections 1811 through 1815 regarding the payment of overtime for employees who provide security officer services under the contract.

Absences

Security officers will report planned absences to their Akal supervisor the day before a planned absence or within one hour of their reporting time to work for unplanned absences.

Akal will notify the County work-location supervisor of the absence and of the back-up security officer reporting time. The back-up security officer will immediately report to the work site. Akal will make every effort to have a replacement security officer on site immediately, upon notice of a vacant post.

WinTeam Data Collection and Reporting Capabilities



WinTeam™ Technology

Akal's state-of-the-art WinTeam™ technology is an advanced information management database that fully integrates officer scheduling, payroll, invoicing, and human resource functions. This scheduling database ensures that security officers with the proper level of training and certification are scheduled at the right posts. Utilizing WinTeam™, eliminates the possibility of accidentally scheduling an unarmed officer at an armed post.

Akal's WinTeam™ provides management personnel and supervisors with accurate records and reports. Records generated in WinTeam™ are electronically transmitted from the post to both the branch and the corporate office and are free of errors. Electronic records ensure accurate invoicing, matching post records and employee payroll. *Sample invoices, in split-rate and flat-rate format, are in Section 18, Additional Information.*

Expanded Coverage and Additional Staffing

Akal is committed to providing best-value, effective solutions for a complete security

program for the County, including additional coverage for special events or critical situations, such as workplace violence. We have proven capabilities in rapidly and appropriately responding to natural disasters, bomb threats, strikes, civil disturbances, and other emergency conditions.

With approximately 1,000 security officers in Southern California, with qualifications similar to the County requirements, we will be able to rapidly staff additional coverage by utilizing our back-up team, shifting staff from other contracts, and utilizing our pipeline of qualified applicants who are cleared, trained, and waiting for an opening. Our ongoing hiring program has applicants continually in the pipeline to allow for a quick return to a normal schedule.

Personnel Management

Akal will provide the County with security officers who have high morale and are motivated to perform their best. Our management and supervision team combines proactive employee relations with ongoing training and fair, progressive discipline. We understand that a motivated security force is essential to achieving superior performance.

Control of Turnover

Low employee turnover benefits Akal and the County by holding down costs and keeping knowledgeable officers on post. We believe that to have an effective security partnership with the County, we must first have a meaningful partnership with our employees. We treat our employees with dignity and respect, fostering in them pride in their professionalism and in their identity



as Akal officers. Akal uses the following methods to control turnover and hold down contract costs:

- Compensation above the industry norm
- Employee benefits, including a medical plan, vacation pay, and holiday pay
- Ongoing professional training programs, to promote personal and professional growth, improve job skills, and enhance self-confidence
- Promotion and career-growth opportunities based on continual assessment of job performance
- Incentives, including "Officer of the Month" and "Officer of the Year" recognition, cash bonuses, safety awards, and training attendance awards
- Toll-free Employee Hotline, providing employees with rapid answers to questions or resolution of issues

5.b Meeting the Objectives of the Scope of Work

This section addresses how Akal Security will meet all the objectives of the Scope of Work for the Public Works facilities. Akal officers will provide protection for employees and other members of the public and they will safeguard County property against fire, theft, vandalism, illegal entry, and provide information and other assistance, as required.

5.b.1 Personnel Management

Akal's Contract Director, managers, and supervisors will focus on delivering superior field performance to meet the needs of Public Works. Our rapid supervisory

response creates a strong, positive impact on facility operations. This intense customer focus is the force behind Akal's *Exceptional Service Partnership*.

Akal will provide Public Works with security officers who have high morale and are motivated to perform at their best. Our management and supervision team combines proactive employee relations with ongoing training, and fair, progressive discipline. We understand that a motivated security force is essential to achieving superior performance.

Please refer to Section 4.c.2, Résumés, for summary information about our Key Personnel. Detailed Key Personnel résumés are in Section 18, Additional Information.

5.b 2 Training

Akal is an industry leader in the development and delivery of innovative security force training. We consider comprehensive training to be a core value. We have trained thousands of our employees and conducted hundreds of training programs for federal, state, and local law-enforcement agencies and large corporations. Our training programs have been recognized by the U.S. Marshals Service and accredited by the New Mexico Department of Public Safety for their accuracy and insight into the detection of IEDs, as well as the processes we employ for screening and access control.

Akal will provide training to all security personnel who will work on the Public Works contract. The County can be assured that on start-up day, all personnel will be fully trained and ready to assume the responsibilities of their assignments. The

training courses will focus on and relate directly to the duties in the Performance Requirements Summary and Exhibit A, Scope of Work.

Please refer to Section 5.d for a detailed description of Akal's Training Program.

5.b.3 Counseling

Key to the provision of maintaining an effective security guard force is training, counseling and oversight. Performance problems require timely, corrective action to maintain quality services. Akal addresses personnel problems or misconduct promptly and effectively and will implement contingency plans and reserve personnel, as necessary, to maintain full staffing and complete security coverage at all times. With more than 12,000 security officers working for Akal, we have extensive experience in effectively and rapidly resolving employee performance issues.

Disciplinary Philosophy

Akal's disciplinary philosophy is progressive and fair and based on a commitment to take timely, corrective action.

When personnel problems arise, Akal's philosophy is to discuss the situation with the officer, clarify the problem, and set a clear course of action to resolve the situation. In all cases, the supervisor will work closely with the employee to provide recommendations, achieve resolution, and document corrective actions. The course of action will include a specific timeframe for correcting the situation. The Contract Director and supervisor will monitor the situation and take further action, as necessary.

Disciplinary Policy: Seven Key Principles

Akal's disciplinary policy is based on the following seven key principles:

1. Enforce a strict policy of zero tolerance for violations of Performance Standards and compromises of standards and protocol.
2. Establish serious and fair consequences for violations.
3. Ensure that all employees know in advance the rules and procedures that will be followed.
4. Prevent hasty, reactive, or personally biased disciplinary actions or discrimination of any kind.
5. Allow employees to explain their actions and respond to evidence of misconduct before any permanent disciplinary action is implemented.
6. Administer fair, reasonable, and well-documented actions that will hold up under employee appeal, union grievance, or legal challenge to Akal or our client.
7. Prevent any "spill-over" claims or actions against our client.

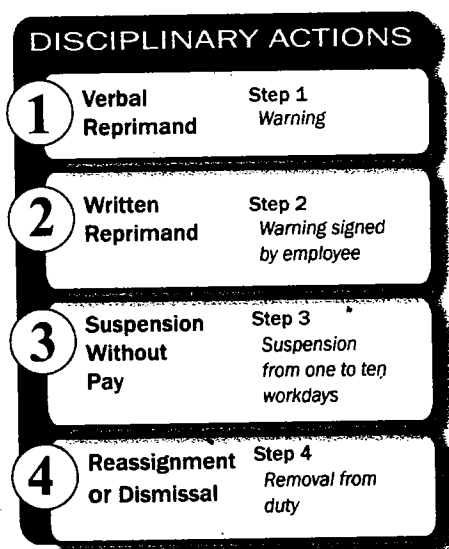
Disciplinary Process

Akal disciplines guards for misconduct swiftly and fairly:

- Our disciplinary process is clear and progressive, with consistent actions and the flexibility to consider unique circumstances.
- The employee's statements and perspective are always heard, formally noted, and objectively considered before action is taken.

- In more serious cases of misconduct, Akal performs a full investigation before an action is finalized.
- In every action, including dismissal, an appeals process is available to Akal's Director of Human Resources.

Disciplinary actions, including termination, are serious matters in today's legal environment and must be considered carefully to avoid creating unnecessary problems for Akal or for Akal's clients. Akal's disciplinary process is strict and fair and yields excellent results for Akal and for the clients.



Disciplinary Actions

Akal administers progressive disciplinary action, as necessary, using the level of action that is appropriate for the given misconduct:

1. Verbal reprimand and warning
2. Written reprimand and warning signed by the employee
3. Suspension without pay for a period of one to ten work days

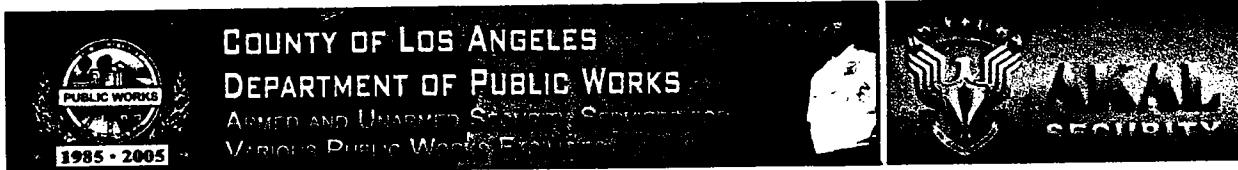
4. Termination.

Every disciplinary action is accurately documented, fully explained to the employee, and filed. Akal will keep Public Works informed of any serious disciplinary actions. *A copy of our Disciplinary Action Matrix is on page 27 of the Employee Handbook in the back pocket of the proposal binder.*

5.b.4 Retention

Low employee turnover benefits Akal and the Department of Public Works by holding down costs and keeping knowledgeable security officers on post. We believe that to have an effective security partnership with the County and Public Works, we must first have a meaningful partnership with our employees. We treat our employees with dignity and respect, fostering in them pride in their professionalism and in their identity as Akal officers. We use the following methods to control turnover and hold down contract costs:

- Compensation above the industry norm
- Employee benefits, including a medical plan, vacation pay, and holiday pay
- Ongoing professional training programs, to promote personal and professional growth, improve job skills, and enhance self-confidence
- Promotion and career-growth opportunities based on continual assessment of job performance
- Incentives; including "Officer of the Month" and "Officer of the Year" recognition, cash bonuses, safety awards, and training attendance awards



- Toll-free Employee Hotline, providing employees with rapid answers to questions or resolution of issues.

5.b.5 Recruitment and Replacement

Akal will recruit incumbent employees first. All incumbent employees who are qualified and wish to remain on the contract will be offered employment with Akal.

Akal has approximately 1,000 employees in Southern California. We maintain an ongoing recruiting pipeline to fill positions as they become open on our various contracts.

Because of our ongoing recruiting pipeline and the number of employees we have in the greater Los Angeles area, recruiting for positions that are new or open is easily accomplished. Akal will recruit for new or open positions by utilizing the extensive contacts of our key personnel in the greater Los Angeles area.

- Mr. Al Irwin, Regional Director for California, maintains contacts with the California Highway Patrol.
- Mr. John Nutt, Chief Government Facilities Branch, maintains strong security staff contacts throughout Southern California.
- Ron Avenenti, proposed Contract Director, also maintains strong networking contacts with qualified security officers throughout the County.

If our local networking is not sufficient to fill new or open positions, we will place advertisements in local newspapers. These recruiting methods have proved successful in recruiting for all of our contracts in

Southern California. *Please refer to Section 5.e for a detailed description of our Recruitment, Screening, and Hiring procedures.*

5.b.6 Supervision

Every security officer assigned to Public Works will receive guidance and oversight from an experienced supervisor. Akal will provide sufficient supervisory staff on each shift to ensure that each beat assignment is inspected at least once each shift. *Please refer to Section 4.c.2, Résumés, for a summary description of our Key Personnel and our Supervision and Management program.*

5.b.7 Supplies

Akal will provide all supplies that are necessary for the proper performance of the Public Works contract, including equipment and uniforms as detailed below, and all materials and office supply items such as computers, copiers, and phones, as well as miscellaneous products such as pens, paper, staplers, paper clips, and other necessary supplies.

5.b.8 Equipment

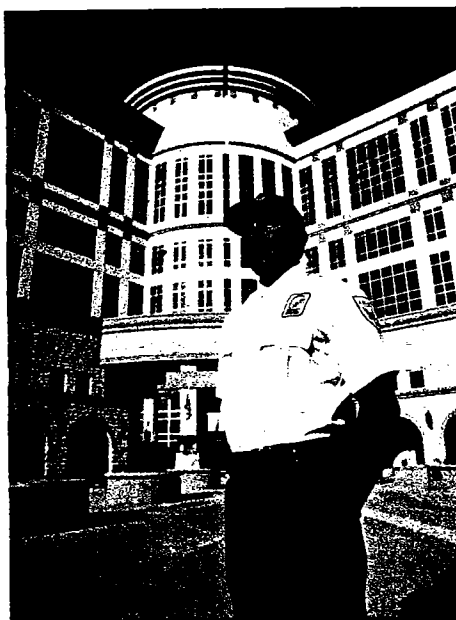
Prior to contract start-up, Akal and the facility's on-site Assistant Contract Manager will jointly fill out an Equipment Damage and Loss Liability form for County-provided equipment. Akal will be responsible for all County-provided equipment and ensure that all equipment is kept clean, well prepared, and up to contract standards. Akal will return all County-provided equipment at the end of the contract.

In addition, Akal will provide a wand system, time clocks and keys for the contract as requested by the County. Each officer will have the following equipment:

- Sam Brown belt
- Handcuff case
- Four keepers
- Key snap
- One heavy-duty, 3- or 5-cell flashlight
- One set of handcuffs, plus female key
- Badge
- Name tag
- Holster (armed officers only)
- Ammunition pouch (armed officers only)
- Baton ring
- Smith & Wesson, Colt, or Ruger four-inch barrel, blue or stainless-steel finish, double action, with a firing pin block, .38 caliber revolver; or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and one half-inch barrel, blue or stainless-steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position. The semiautomatic pistol will be carried with one round chambered and a full magazine inserted into the pistol, safety on. (armed officers only)
- Ammunition Pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon,

9mm jacketed or semi-jacketed hollow point only. (armed officers only)

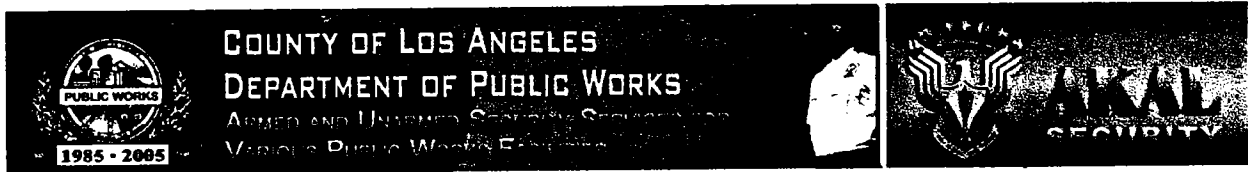
- One baton, as requested
- Rain gear (as needed).



5.b.9 Uniforms

Maintaining a Professional Image

Once hired, each Akal officer will receive multiple sets of new or like-new uniforms, tailored for a perfect fit. We ensure that Akal officers' uniforms are clean and freshly pressed at the start of duty. Field inspections confirm proper attire and uniform maintenance. Replacement items are provided to officers immediately, whenever needed. Akal will ensure that all officers maintain a neat appearance. *Please refer to Section 5.h for detailed information about Akal uniforms.*



5.b.10 Identification Badges

Akal will provide every security officer with a photo-identification badge and will ensure that every on-duty security officer wears a visible photo-identification badge at all times.

Akal understands that Public Works will also provide a photo-identification badge to be visibly worn in conjunction with Akal's required identification badge. Public Works will approve the location on the uniform where the identification badges will be worn.

Safety First

Our Security Officers are our most important asset
ALWAYS BE ALERT!!

1. Inspect the area for safety hazards
2. Report any safety hazards in your shift log or complete an Incident Report. Fill out a Post-On to inform other officers of the hazard.
3. Carry a flashlight and extra batteries available while on duty. Always take your flashlight on patrol.
4. Use handrails when going up and down stairs. Do not run on stairs or steps.
5. Watch where you are walking. Avoid slippery floors and surfaces. If you must cross an icy or wet surface, walk slowly and flat footed. Hold onto a handrail or some other solid object.
6. Look around you and behind you. Be aware of your surroundings.
7. Use common sense to prevent injury. No horseplay while on duty.
8. Use equipment properly and safely.
9. Use all your senses for safety.
 - Look for hazards
 - Listen for unusual noises
 - Smell for smoke or chemical odors
 - Feel for unusual heat or cold
10. Never run after or pursue a suspect.
11. Do not carry large objects that will put you in risk of back injury.

If you discover a hazardous situation and it requires immediate attention, contact your Akal Security Supervisor.

Complete an incident report for all serious hazardous situations.



5.b.11 Safety Program

Akal will establish and maintain a Safety and Accident Prevention program. The Safety program will conform to the requirements of the Occupational Safety and Health Act (OSHA).

Akal ensures that all employees are provided with a safe and secure work environment. Each employee receives periodic instruction in the safe operation of all equipment and

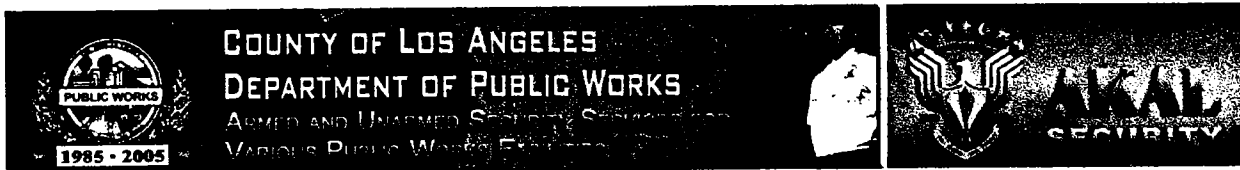
attendant hazards at the work site. During each phase of training, we emphasize safety procedures, ranging from attending to injured personnel to the safe and proper handling of weapons and vehicles.

Akal security officers will report any potentially hazardous conditions and/or items that need to be repaired, including inoperative lights, leaky faucets, obstructed toilets, or broken or slippery floor surfaces to the appropriate County supervisor.

While performing duties, Akal officers act as the first line of observation and reporting for the County on its facilities. Foot patrol, mobile patrol, and stationary guards will be observant for potentially dangerous environments such as holes in the ground, wet floors, or burned-out lights. All security personnel will be required to respond to such reports as follows:

- **Safety Reports.** Any situation that presents a danger or potential danger for injury or damage to County property will require either the posting of a security officer, caution signs, or other devices to warn personnel. Immediately after securing the hazardous situation, the security officer will submit a Safety Report to building management for their information and appropriate action.

- **Repair Notices.** Conditions may occur that require corrective action or repairs but do not require immediate attention to prevent possible injury or progressive damage to County property. The security officer will document these conditions on a Repair Notice and submit it as soon as is practicable to building management for corrective actions.



- **Injury Reports.** Any person injured on County property or in its proximity will be given immediate First Aid attention and receive appropriate medical assistance. In all cases, the security officer at the scene will prepare a complete report, providing all the details of the incident, witnesses present, and injury and treatment provided. Special attention will be given to any situation where a building deficiency was associated with the injury, such as a slippery floor or tripping hazard.

Sample Safety Posters are in Section 18, Additional Information.

5.b.12 Communications

We will electronically link our supervisor at each facility with Akal's communications network. The central dispatcher or shift watch commander will serve as the communications hub to receive and respond to all calls. These communications specialists receive and relay vital information, call for response from other officers, and conduct regular well-being checks of all security personnel in the field. Akal's fully equipped communications network allows Akal supervisors to maintain 24-hour access—routine or emergency—to the Officer-in-Charge (OIC), Contract Director, and the Regional Director.

5.b.13 Subcontracting

Akal will not use any subcontractors to perform security services for the Public Works contract. However, Akal is committed to using Minority-owned/Women-owned/Small and Disadvantaged Business Enterprise firms for the procurement of uniforms, equipment,

and supplies. Akal will make a good faith effort to use small business concerns for supply requirements.

5.b.14 Quality Control

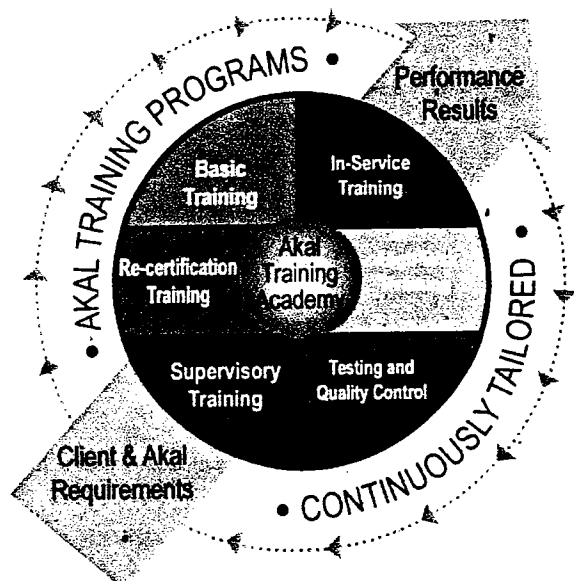
Akal will implement a formal Quality Control (QC) Plan that meets every contract requirement, based on inspections and audits of its work performance. At every level, from security officer, supervisor, and Contract Director to Akal corporate management, everyone will be responsible for providing the highest quality service. All results will be available for review by Department of Public Works representatives. The Regional Director and the Contract Director will ensure Akal's compliance with the QC Plan, as accepted by the Department of Public Works. *Please refer to Section 5.j for a detailed description of Akal's Quality Control Plan.*

5.c Providing Additional Coverage at Other Existing Public Works Facilities

Akal is committed to providing best-value, effective solutions for a complete security program for the County, including additional coverage for special events, critical situations, or an expansion of duties under the contract. We recognize that the County may request additional coverage at other existing Public Works facilities. We have proven capabilities in rapidly and appropriately responding to various situations requiring additional staffing.

With more than 1,000 security officers in Southern California with qualifications similar to the County requirements, we will

be able to rapidly staff additional coverage by utilizing our back-up team, shifting staff from other contracts, and utilizing our pipeline of qualified applicants who are cleared, trained, and waiting for an opening. Our ongoing hiring program has applicants continually in the pipeline to allow for a quick return to a normal schedule.



5.d Security Training Program

Training to Develop Skills and Enhance Performance

Akal is an industry leader in the development and delivery of innovative security force training. We consider comprehensive training to be a core value. We have trained thousands of our employees and conducted hundreds of training programs for federal, state, and local law-enforcement agencies and large corporations.

We customize our modular training curriculum to prepare employees for their

specific assignments, and we take full advantage of every opportunity to deliver continuous training.

Specialized Training for the County

Akal will provide On-Site Training to all security personnel who will work on the Public Works contract before they are assigned to a post. Public Works can be assured that on start-up day, all personnel will be fully qualified and trained to assume the responsibilities of their assignments.

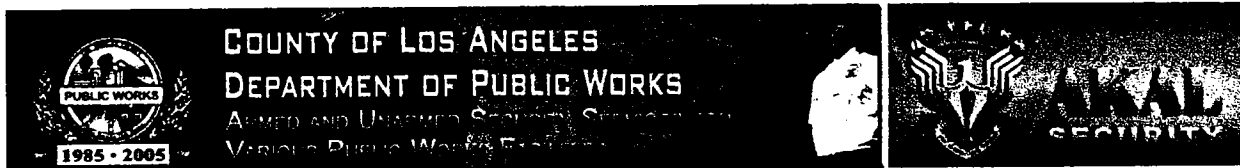
The following individuals will be responsible for Akal's training program.

Troy Alwin, National Director of Training

Mr. Troy Alwin, Akal's National Director of Training, is responsible for Akal's classroom and on-site training programs. He ensures that every Akal officer meets all training qualifications according to contract requirements. Mr. Alwin will work with Joel Wiesner, our Regional Training Director, to develop the Training Plan for Public Works. Mr. Alwin has an impressive background in law enforcement, training, and security management. His comprehensive experience ensures that Akal will provide a training program that meets the highest level of industry standards and every Public Works requirement. *Mr. Alwin's résumé is in Section 18, Additional Information.*

Joel Wiesner, CPP, CIPI, Regional Training Director for Southern California

Mr. Wiesner will conduct the training program for the County. Mr. Wiesner is a



Certified Protection Professional (CPP), a Certified Institutional Protection Instructor (CIPI), and is a certified and authorized training instructor for the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services. Mr. Wiesner will provide the training for the Public Works Contract. *Mr. Wiesner's résumé is in Section 18, Additional Information.*



Retaining the Standard of Security Performance through Personnel Retention

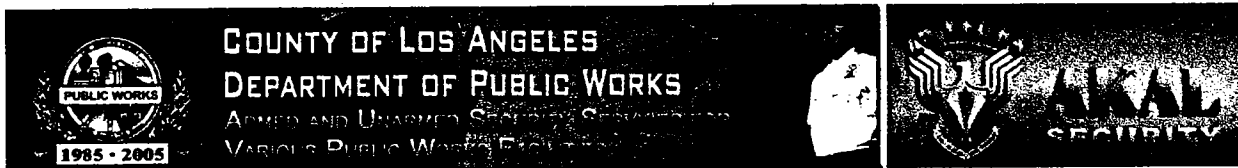
A critical success factor for the Public Works program is the contractor's ability to retain a qualified, trained, and dependable security force, fully trained and qualified to deliver a high standard of security performance over the long term. Akal *attracts and retains* exceptional personnel who will maintain the highest standard of security performance throughout the term of the contract. We achieve our high level of employee retention and exceptional performance through a multi-level process

that incorporates every aspect of our organization:

- Akal's exacting screening and hiring process—in strict compliance with EEOC guidelines and Public Works requirements—ensures that only fully qualified security officers will be assigned to Public Works facilities.
- Akal's employee compensation and well-administered benefits plans, as well as our employee relations policies, are designed to recruit and retain long-term, committed security personnel.
- Employee recognition is an important motivating force and essential to the retention of quality security personnel. Superior performance is recognized in several ways:
 5. Letters of commendation
 6. Award certificates and plaques
 7. Monetary awards
 8. "Guard of the Month" awards
 9. On-the-spot awards
 10. Recognition in the *Akal Newsline* quarterly newsletter. *A copy of our Newsline is in the Additional Information.*
 11. Promotion opportunities.

We understand that employee retention further depends on our ability, through hands-on operations management and supervision, to provide opportunities to grow and excel, and the experience of making an important contribution to a well-respected, professional organization.

Akal's programs assure Public Works that we will provide security officers with high morale who are motivated to perform at their best



over the long term. We understand that a motivated and committed security force is key to achieving superior performance.

Ensuring Contract Compliance with the Training Plan

Akal will use the following methods to ensure contract compliance with the Training Plan:

- We will use our Contract Compliance Matrix (CCM), which lists all contract requirements, training certification dates, and other critical contract information to track each employee. *Our CCM is discussed in detail in the Quality Control Plan in Section 5.j.*
- Each employee has an employee folder with training information, training certification dates, and other important employee information.
- Mr. Wiesner, our Regional Training Director, will track all employee training information from the CCM and the employee training folder.
- Mr. Alwin, our National Director of Training, will ensure contract compliance with the training plan.
- Mr. Avenenti, our Contract Director, will provide oversight of all training to ensure contract compliance with the Training Plan.

Initial On-Site Training

In addition to the training requirements associated with obtaining the B.S.I.S guard card, Akal Officers assigned to Public Works will receive four hours of comprehensive on-site training before being assigned to a shift. The following areas of emphasis will be included:

- Specific Public Works requirements

- Post-specific instruction and orders
- Public Works objectives during tour of duty.

Annual Refresher Training

Akal will provide eight hours of Annual Refresher Training to all security officers. Topics will be job-related and specific to the Department of Public Works. The Regional Training Director, Mr. Joel Wiesner, will determine the topics that need to be covered.

Weapons of Mass Destruction Training

Beginning January 1, 2006, all Officers will receive four hours of Weapons of Mass Destruction (WMD) Training.

Certification Requirements

Akal will ensure that all officers maintain current, required certifications, including the following:

- Current State of California Guard Registration Card
- Current State of California Weapons Permit (armed officers only)
- Impact Weapon (baton) training certification, as approved by B.S.I.S.
- Current First Aid Certificate or EMS Certificate
- Current Cardiopulmonary Resuscitation Certificate
- Current Automated External Defibrillator Certificate
- Valid California Class "C" Driver's License.

Training Documentation

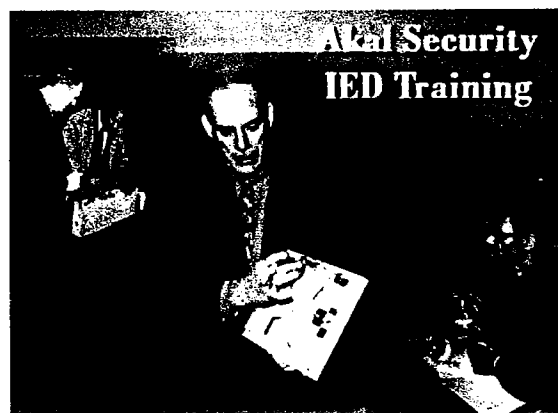
Training documentation for all security officers assigned to Public Works will be provided to Public Works when requested by the Contract Manager.



Ongoing Training Courses for Security Officers

Akal provides continuing advanced training opportunities for employees. Courses are offered on a periodic basis by the Akal Training Academy and include the following:

- Advanced Conflict Management
- Preventing Workplace Violence
- Emergency Preparedness and Response
- Defensive Tactics
- Crime Scene Management
- Managing High-Risk Incidents
- Safety and Risk Management
- Client Service and Public Relations Skills
- Investigative Report Writing
- Bike Patrol
- Vehicle Safety and Defensive Driving.



Detecting Explosives and Weapons

Upon request and for an additional cost, Akal will offer Public Works its innovative Improvised Explosive Devices (IED) detection training program. Akal's IED detection training program has received many commendations from federal and regional law enforcement agencies and is accredited by the New Mexico Department of Public Safety. This training program is available for facilities or agencies where entry screening is a critical issue. By arrangement, we will train our officers or Public Works personnel in the most-effective screening methods and search techniques to prevent explosives or other contraband from entering Public Works facilities. Akal is the industry leader in the science of detecting IEDs, and in screening and access-control skill training to prevent their introduction into a facility. We conduct this training regularly for the U.S. Marshals Service, State Supreme Court security staffs, and other federal and regional law-enforcement agencies.



Custom Client-Awareness Training Programs

By arrangement, Akal will train Public Works employees to maintain their own safety while contributing to the safety and well-being of their customers and facilities. These courses are usually taught at the client's location and can be made available to Public Works:

- Recognizing and Defusing Workplace Violence
- Security Awareness for Women
- Conflict Containment and Management.

Supervisor Training and Education

Akal supervisors are essential to our success in serving our clients. Investing in training for our supervisors and providing them with ongoing support are high priorities for Akal management. On-site and roving supervisors must have the ability to lead and inspect the workforce and continually improve officer performance. They learn and excel in these skills through specialized coursework:

- Understanding and Enforcing Policies and Procedures
- Building an Effective Team
- Motivational Techniques
- Methods of Inspection and Performance Review
- Diversity in the Workplace and Harassment Prevention
- Constructive and Progressive Discipline Techniques
- Quality Management and Continual Improvement.

Akal's Supervisor Training Program provides a comprehensive integration of strong leadership essentials and effective personnel management techniques to ensure superior field performance.

5.e Recruitment Procedures

Screening and Hiring

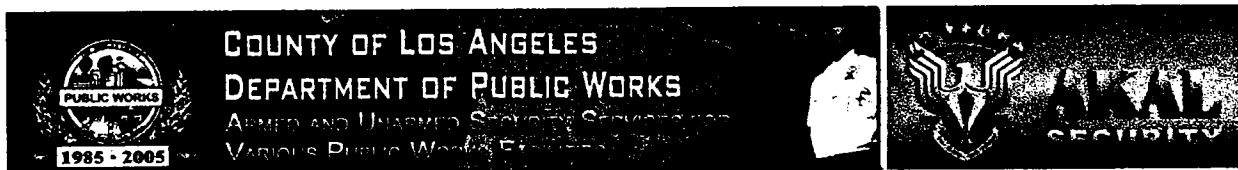
During the first stage of the screening process, applicants will complete an application form and furnish a valid state driver's license, educational diplomas, birth certificate, social security card, and military discharge papers (if applicable), which Akal will review for accuracy, forgery, or tampering.

Akal will not recruit any employees of other security contractors assigned to County work locations during the term of the contract.

Akal will consider GAIN/GROW participants for employment openings, if they meet the minimum qualifications for unarmed or armed security guards in the State of California.

Akal will conduct a pre-employment screening of each applicant. Screening will include the following:

- **Education Verification.** Akal will verify the applicant's educational background by contacting the appropriate educational institution or officials.
- **Employment Verification.** Akal will verify the dates of employment and the candidate's work record for each position listed on the application.



Applicants showing unexplained employment gaps in their personal history will be contacted and the missing information completed. Employment verification will include any periods of unemployment in the past ten years. Missing information will be documented as part of the Applicant Personnel File.

- **Background Investigation.** Akal will conduct a thorough Background Investigation, including state and municipal police records for the past ten years in areas where the applicant has lived or worked to ensure that applicants with a prior arrest record will be identified. Akal will also request a DMV record check to screen for DUIs and reckless behavior.
- **Credit report.** Akal will obtain an Equifax, Experian, or Trans Union credit report on each applicant.
- **Reference Checks.** Akal will contact references supplied by the applicant and ask for an assessment of the candidate's character, reliability, and work habits. The results of all interviews will be documented and maintained with the applicant's personnel file.
- **Military Service Check.** If the application indicates prior military service, Akal will review the military records during the pre-employment investigation. All military experience—regular and reserve—will be documented, including a copy of applicant's military discharge papers or Selective Service card. At a minimum, the applicant must provide a copy of the Certificate of Release or Discharge,

commonly called a DD214. If an applicant does not have military discharge papers, an explanation will be required as to why that information is not available.

■ **English Literacy Confirmation.**

Through the application process, the officer's ability to read, write, speak, and understand English will be evaluated. Fluency in English is a requirement of employment.

Six-Step Process for Screening and Hiring

Akal's comprehensive six-step Screening and Hiring process ensures that Public Works will have competent, well-trained, and reliable security officers. We are widely recognized for our highly skilled and diverse workforce. Our management staff conducts the hiring process thoroughly and consistently. Each applicant receives fair and equal treatment under Akal's Equal Employment Opportunity program.

Akal's six-step Screening and Hiring process proceeds as follows:

1. Review résumé and application.
2. Conduct interview: evaluate experience, image, demeanor, and verbal communication skills.
3. Test writing proficiency, language skills, and verify qualifications.
4. Conduct background investigation for past employment and criminal record.

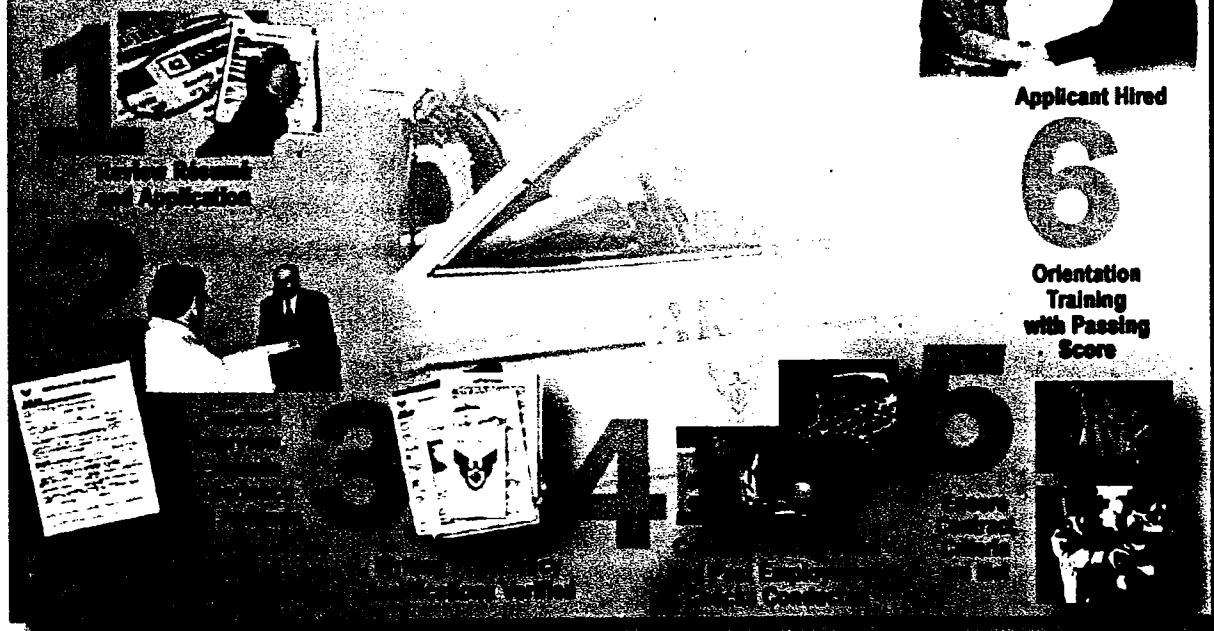


COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ARMED AND UNARMED SECURITY SERVICES
VARIOUS PUBLIC WORKS EMPLOYMENT



SELECTING EXCEPTIONAL PEOPLE

Akai's 6-Step Hiring Process



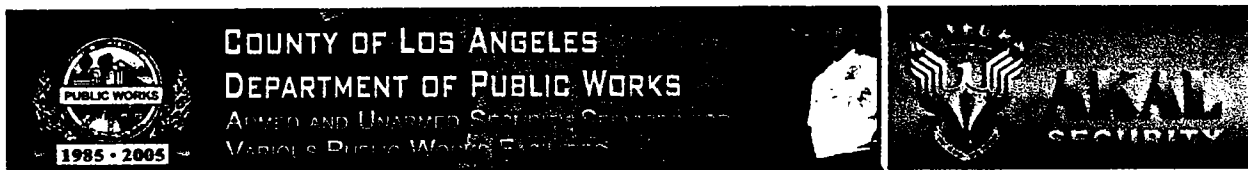
5. Ensure that contract qualification criteria are met.
6. Conduct On-Site Training requiring a passing score.

The following section provides specific details for each screening and hiring step.

1. Résumé/Application Review

Potential security officers complete a detailed application and pre-employment questionnaire that is reviewed prior to the interview for basic qualifications. Applicants must provide detailed information about their education and professional experience. We carefully review the résumé and application to check for key factors:

- Appropriate age (over the age of 18)
- Appropriate level of education
- Appropriate employment experience:
 - Unarmed security officers must have the equivalent of two years' paid security experience.
 - Armed security officers must have the equivalent of three years' paid armed security experience.
 - Sergeants must have the equivalent of three years' paid armed security experience and one year's security supervisory experience.
 - Supervisors (Lieutenant level and above) must have the equivalent of two years' security supervisory experience.



- Gaps in employment history or frequent job changes
- Completeness.

This thorough review of the résumé and application either confirms that the applicant meets basic qualification standards or eliminates those applicants having an unexplained work history or experience deficiencies.

2. Interview and Evaluation: Experience, Image, Demeanor, and Communication Skills

Upon completion of the résumé and application review, Akal supervisors and managers perform a comprehensive interview of each applicant to evaluate for the following:

- Character – honesty and integrity
- Relevant experience, past job responsibilities, and personal goals
- Attitude toward work
- Previous employment record
- Substance abuse issues
- English fluency.

Akal interviewers evaluate and compare the applicant's information given during the interview to the information provided on the application and résumé.

The applicant is also assessed for personal presentation, capacity to communicate effectively, and willingness and ability to adhere to dress requirements and personal grooming standards. The applicant's personal presentation is a critical factor in the hiring evaluation process. Security officers must be able to work and communicate with the public, and have the

ability to accept responsibility and work independently. Responsiveness to questions and an ability to participate in discussion during the interview confirm that the applicant is fully capable of communicating clearly and effectively in English.

3. Report Writing and Language Skills Proficiency

Quality report writing is a key element of Akal services. Each applicant is required to write a paragraph about his or her experience or personal goals. The applicant's writing sample is carefully reviewed and assessed to ensure his or her ability to write clear, concise, and legible reports in English. Many applicants are rejected due to deficient writing skills. Applicants must have computer knowledge for note taking and completing report forms.

4. Background Investigation and Past Employment Checks

To ensure that only qualified applicants are submitted for the County Background Investigation, Akal will perform a preliminary background check on successful applicants, including a thorough criminal check by the local police department and past-employment verification for five years. This local area check is performed by an independent contract agency.

5. Verify that Contract Qualification Criteria Are Met

Akal will ensure that all contract qualification criteria are met, in accordance with the solicitation:

- All security officers must have satisfactorily completed the State of



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

ARMED AND UNARMED SECURITY SERVICES FOR
VARIOUS PUBLIC WORKS PROJECTS



California Security Training requirements for security officers.

- Security officers must have a working knowledge of pertinent Penal Code sections, including Powers of Arrest.
- Security officers must be registered and certified by the State of California, Bureau of Collection and Investigative Services, and will fulfill any other State or local license requirements. Security officers must possess:
 - State of California Guard Registration card; card is examined and validated on-line.
 - Current CPR, AED, and First Aid certificates
 - Current State of California Firearms Qualification card (armed guards only)
 - California B.S.I.S. impact weapon (baton) training
 - Valid California Class "C" drivers license
 - Selective Service Card or military discharge papers (DD214), if a veteran
 - Valid Social Security card.
- Security officers must be in good physical condition. They must be able to carry out all the physical requirements of the job.
- Security officers must be in good physical condition. They must be able to walk up 12 flights of stairs, and be able to carry out all the other physical requirements of the job.

- **Drug Testing.** All employees will undergo the following drug testing to ensure a drug-free workplace:

- Initial drug testing before the start of the contract
- Random drug testing at least once per year
- For cause drug testing.

6. Orientation/On-Site Training

The final step in the Akal Hiring Process is Orientation and On-Site Training. The following areas will be emphasized:

- Specific Public Works requirements
- Post-specific instruction and orders
- Public Works objectives during tour of duty.

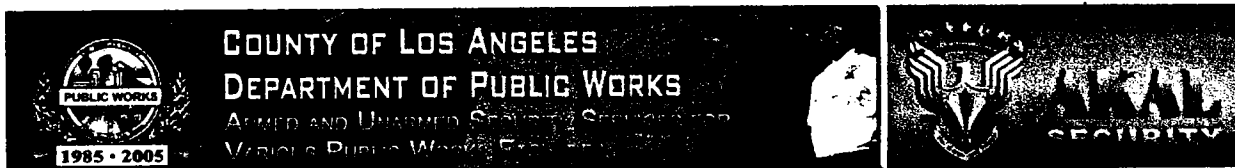
A passing score is required on all written and practical tests to assess learning in each topic covered. An applicant will be permitted to report for duty only upon achieving a passing score. *Please refer to Section 5d, Security Training Program, for a detailed description of Akal's Training program.*

Security Officer Résumé

Akal will provide a résumé to the Contract Manager on each security officer submitted for employment under this contract.

Information will include the following:

- General Information, including candidates:
 - Name
 - Age
 - Current Address
 - Security officer's classification
 - Social Security Number



- Date of Birth.
- Employment History, including:
 - A listing of the candidate's present or last job first, then all jobs held, and any period of unemployment in the last ten years, highlighting security experience.
- Military Record, if relevant, including:
 - Document all military experience, regular or reserve.
 - Include a copy of candidate's Selective Service Card or military discharge papers (DD214).
 - If candidate does not possess a Selective Service Card or military discharge papers, explain why.
- Criminal Record – Document any criminal record of the candidate.

Security Officer Standards

All security officers presented to Public Works will meet the above standards and be certified to the Contract Manager, in writing, at least one working day prior to assignment to a Public Works facility.

Removal of Security Officers

At the request of the Contract Manager, Akal will remove from work, any security officer who fails to meet the requirements of the solicitation.

County Background Investigation

Akal understands that the County may perform a background investigation of Akal security officers. Akal personnel may be required to be fingerprinted or interviewed at the Sheriff's Department prior to being approved for employment. Public Works

will be responsible for initiating the Sheriff's Department investigation process.

Conduct that Prohibits Acceptance

Security officers or supervisors who have been involved in any of the following will not be accepted for employment by Public Works:

- Felony conviction
- Sex conviction
- Military conduct involving dishonorable discharge, bad conduct, or undesirable discharge
- Pattern of reckless behavior, including irresponsible driving or employment record.

5.f Yearly Turnover Rate

Akal's current yearly turnover rate on our current Los Angeles County contracts is 18.73 percent.

5.g Keeping Turnover at the Expressed Rate

Low employee turnover benefits Akal and Public Works by keeping knowledgeable security officers on post. We believe that to have an effective security partnership with Public Works, we must first have a meaningful partnership with our employees. We treat our employees with dignity and respect, fostering in them pride in their professionalism and in their identity as Akal security officers. We use the following methods to control turnover:

- Compensation above the industry norm
- Employee benefits including a medical plan, vacation pay, and holiday pay

- Ongoing professional training programs to promote personal and professional growth, improve job skills, and enhance self-confidence
- Promotion and career-growth opportunities based on continual assessment of job performance
- Incentives including "Officer of the Month" and "Officer of the Year" recognition, cash bonuses, safety awards, and training attendance awards
- Toll-free Employee Hotline providing employees with rapid answers to questions or resolution of issues.



5.h Akai Uniforms

Uniforms – Maintaining a Professional Image

Once hired, Akai will provide multiple sets of new or like-new uniforms, tailored for a perfect fit. We ensure that Akai officers' uniforms are clean and freshly pressed at the start of duty. Field inspections confirm

proper attire and uniform maintenance. Replacement items are provided to officers immediately, whenever needed. All uniforms and equipment will be maintained in full operating condition and neat appearance.

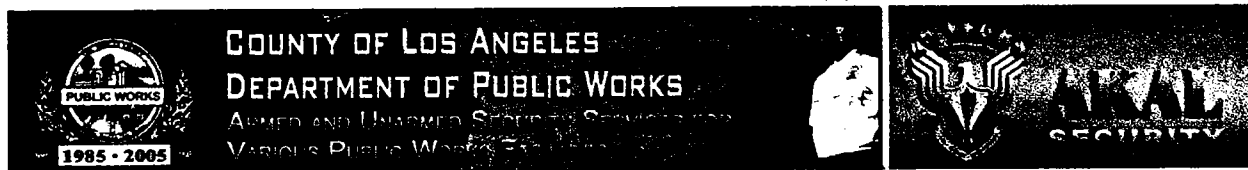
Uniforms for the County contract will include the following items:

- Trousers/skirt
- Shirt/blouse
- Belt - solid black (smooth or basket-weave)
- Tie - solid black
- Tie bar
- Socks - solid black,
- Shoes - solid black, leather, military-type
- Shoulder patches, as required by Assembly Bill 1582, on both arms of uniform
- Rain gear (as needed)
- Name tags
- Jacket, as appropriate to weather conditions

Akai will ensure that every on-duty security guard wears a visible photo-identification badge, provided by Akai, as well as the County provided identification badge.

5.i Brief Description of the Security Plan

The Public Works facilities covered in this contract include eight locations dispersed throughout Los Angeles County.



Providing Exceptional Service

Akal's training and supervision stress that our security officers are the face of the County to visiting citizens and County employees. We pride ourselves on the service-oriented professionals we field on the County's behalf. In high traffic postings it is especially important to provide a professional, helpful, and knowledgeable presence. More remote or less visited facilities require the same level of professionalism and also require close supervision. Akal's managers and supervisors will focus on delivering superior field performance to meet the needs of Los Angeles County Public Works. Our rapid supervisory response creates a strong, positive impact on facility operations. This intense customer focus is the force behind Akal's *Exceptional Service Partnership*.

Scope of Work for the Department of Public Works Facilities

Akal will provide quality security services for Public Works in accordance with the Scope of Work. Akal's managers and supervisors will be focused on delivering superior performance to support the security needs of Public Works. Our qualified, trained security officers will provide a high-profile, visible deterrent to unauthorized persons and suspicious or criminal activity. This proposal details our understanding of the need to provide 24-hour armed/unarmed security to the various Public Works facilities.

Supervision and Inspections

Akal supervisors will inspect each beat assignment at least once each shift. Our supervisors will attempt to resolve all

routine questions concerning the beat assignments. The supervisor will deal with unresolved questions through consultation with the facility's on-site Assistant Contract Manager. At a minimum an Akal manager, or their designated representative, will meet with the facility's on-site Assistant Contract Manager on a monthly basis.

In the event of an emergency, the supervisor will be notified immediately by the security officer on duty.

Beat Instruction Books (Post Orders)

Akal develops and maintains detailed, written Beat Instruction Books, or Post Orders, for all contracts. All contract requirements will be thoroughly addressed in the Beat Instruction Books, and the requirements will be clearly written. The Akal Contract Director will work with County management to draft concise Beat Instruction Books that accurately describe procedures and duties of the security plan:

- Timing of specific duties to be discharged, such as locking and unlocking doors and switching lights on and off
- Checking critical devices such as valves and gauges
- Reading and signing Beat Instruction Books updates, to confirm officer understanding and compliance
- Conducting regular checks of each officer's knowledge of Beat Instruction Books by field supervisors

Akal's Sample Beat Instruction Books (Post Orders) are in Section 18, Additional Information.



Performance Standards

Akal's security officers are required to act in a professional manner and present a businesslike demeanor at all times. Without exception, security officers will remain awake, alert, and attentive during their shifts. Akal's officers will be attired in uniforms as outlined in Exhibit A, Section I.1. Officers will not remove County materials or equipment, or items owned by County employees. Security officers will not leave their assigned posts until properly relieved. Officers will not use any County telephone except for the purpose of placing or receiving calls to or from their supervisors or representatives of the County. Akal discourages excessive socializing with the public or County employees during the security officer's working hours. Security officers will maintain their post desk in a neat and presentable appearance. Security officers will not sit in their personal vehicles during their assigned shifts unless prior approval has been given by the Assistant Contract Manager.

Contacting Local Emergency Agencies

In situations requiring the contact of local emergency agencies, as specified in the Beat Instruction Books for the various facilities, Akal security officers will immediately contact the appropriate agency. Akal security officers will further facilitate the actions of the emergency agency's personnel upon their arrival on the scene. Any situation that requires the contacting of a local emergency agency also necessitates the immediate notification of the facility's on-site Assistant Contract Manager.

Attendance

Akal requires our security officers to be punctual and be in regular attendance of their posts and duties. Security officers will report absences to Akal the day before a planned absence or within one hour of their reporting time to work for unplanned absences.

Akal will notify the County facility's on-site Assistant Contract Manager of the absence and of the back-up security officer reporting time. The back-up security officer will immediately report to the work site. For unplanned absences, the replacement officer will report to the work site within one hour or less of the absent officer's reporting time. If a security officer must leave during the workday, a replacement officer will report within one hour or less of the security officer's absence.

However, Akal will make every effort to have a replacement security officer on site immediately, upon notice of a vacant post. *Akal will ensure full coverage at all times.*

Reporting

Akal's accurate and thorough reports will keep the County informed of all activities that occur during scheduled hours of service. Reports are timely, clear, and informative. They are prepared in duplicate and provide documentation necessary to maintain County internal controls for follow-up action or for legal and insurance purposes.

In addition to the forms described here, the Akal security officer will report immediately to the facility's on-site Assistant Contract Manager any incidents involving the discharge of firearms, bodily injury, or



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

ARMED AND UNARMED SECURITY SERVICES
VARIOUS PUBLIC WORKS FACILITIES



AKAL
SECURITY

involvement of fire, law enforcement, and health authorities. Additionally, the security officer will submit, in writing, to the facility's on-site Assistant Contract Manager, within two hours after the start of the next County workday, a detailed, narrative report concerning any such incidents. The facility's on-site Assistant Contract Manager will then alert the Contract Manager.

Akal Forms

Shift Log

Akal officers maintain a written Shift Log, which records all routine security activities during the shift, including patrols conducted, escorts provided, personnel entering or leaving the property, as well as other contract duties. The officer submits the Shift Log at the end of each shift. Incidents such as accidents, unusual events, or unlawful acts are referenced in the Shift Log and detailed in an Incident Report.

Incident Report

When an incident occurs that involves injury, accident, property damage, fire, criminal activity, unauthorized entry, violations of ordinances and statutes, or use of force, the officer completes an Incident Report before the end of the shift. Incidents reported will include observation of suspicious vehicles or vehicles that have no apparent destination within the facilities. The Incident Report details all elements of the incident including the names and statements of individuals involved. The report is then reviewed and signed by the supervisor. The County receives a copy of the Incident Report with the matching Shift Log.

Complete Reporting of All Activities

1 Security Officers
maintain accurate
24-hour
Shift Log of activities

Security Officers
generate Pass-on
Reports to communicate
updates and changes **2**

3 Incidents (injury,
damage, crime, use of
force) are documented
on Incident Reports

4

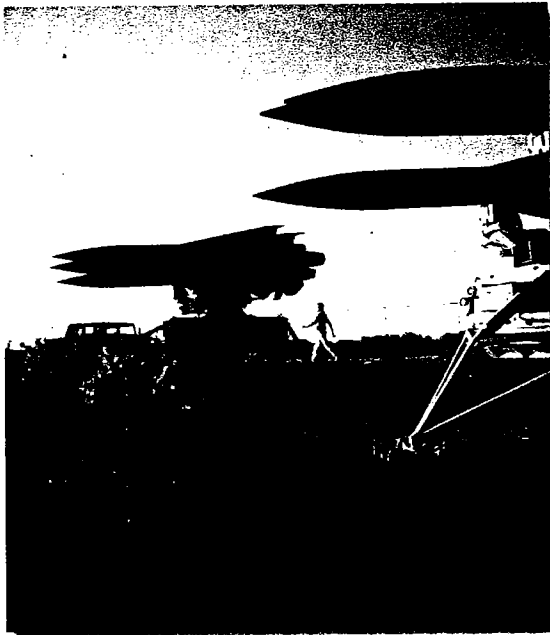
5 Supervisor generates
Summary Report for
briefing Client and
Akal Management

Supervisor incorporates
Pass-ons to update Post
Orders, as needed, and
as approved by Client **6**

7 Effective report writing
is a key element in
Akal training

Pass-on

Akal officers are responsible for documenting discrepancies, special alerts, and instruction given to them by the County or a supervisor on a Pass-on report. The Pass-on is maintained with Post Orders to provide a reference for the next shift officer. Each security officer reads the Pass-ons at the beginning of each shift. The officer then initials the Pass-ons to confirm reading, understanding, and compliance with the instructions.



Property Patrols

Akal security guards undergo rigorous training to help them clearly identify and appropriately respond to unusual conditions encountered during patrols on County property:

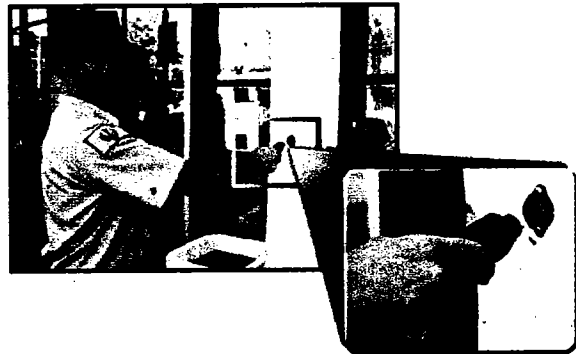
- Safety hazards
- Lighting problems

- Unsecured doors, windows, or perimeters
- Utility outages
- Equipment failures

Every unusual condition is reported immediately to the facility's on-site Assistant Contract Manager, if indicated, or entered on the Shift Log, to be reviewed after the shift.

WinTeam™ Technology

Akal's state-of-the-art WinTeam™ technology, a fully integrated scheduling/payroll/invoicing database program, provides management personnel and supervisors with accurate records and reports. Electronic records ensure accurate invoicing, matching post records and employee payroll. *Sample invoices, in split-rate and flat-rate format, are in Section 18, Additional Information.*



Wand System

For improved tracking of officer activities, Akal will install an electronic reporting program, which tracks the location of security officers throughout the shift, as well as the status of each stop on the patrol tour. We will use a wand system that provides computerized Shift Logs, Incident Reports, and annotated



summaries of officers' activities. Daily printouts, documenting the effectiveness of the security program, will be faxed to the County. The wand system will produce a detailed summary of activities and incidents for internal control and thorough record keeping.

Communications

We will electronically link our supervisor at each facility with Akal's communications network. The central dispatcher or shift watch commander will serve as the communications hub to receive and respond to all calls. These communications specialists receive and relay vital information, call for response from other officers, and conduct regular well-being checks of all security personnel in the field. Akal's fully equipped communications network allows Akal supervisors to maintain 24-hour access—routine or emergency—to the Officer-in-Charge (OIC), Contract Director, and the Regional Director.

Backup and Emergency Response

Akal will maintain a back-up team, consisting of ten percent of the contract officer force, to cover emergency responses and all absences, both scheduled and unscheduled. The back-up team consists of armed and unarmed security officers who have been County-cleared, trained, and will be ready to step in whenever needed. Officers on the back-up team will not be scheduled for a specific

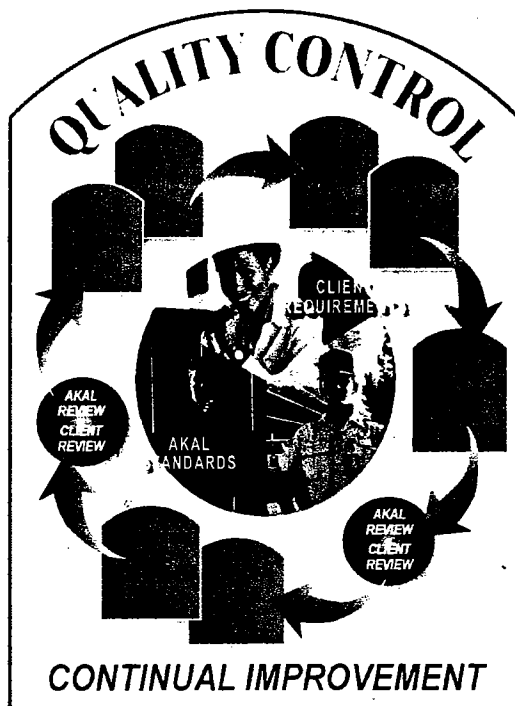
post but will be cross-trained and qualified to fill any open post. Vacations, training, medical leave, and other planned and unplanned absences will be covered by utilizing the back-up team.

Akal will always maintain a pipeline of cleared and trained officers to staff the schedule. This is a key element of Akal's Staffing Plan, ensuring that staffing resources will be ready and available when needed, and all posts are covered.

Expanded Coverage and Additional Staffing

Akal is committed to providing best-value, effective solutions for a complete security program for the County, including additional coverage for special events or critical situations such as workplace violence. We have proven capabilities in rapidly and appropriately responding to natural disasters, bomb threats, strikes, civil disturbances, and other emergency conditions.

With more than 400 security officers in the greater Los Angeles area, with qualifications similar to the County requirements, we will be able to rapidly staff additional coverage by utilizing our back-up team, shifting staff from other contracts, and utilizing our pipeline of qualified applicants who are cleared, trained, and waiting for an opening. Our ongoing hiring program has applicants continually in the pipeline to allow for a quick return to a normal schedule.



5.j Quality Control Plan

Assuring Exceptional Service

Akal will implement a formal Quality Control (QC) Plan that meets every contract requirement, based on inspections and audits of its work performance. At every level, from security officer, supervisor, and Contract Director to Akal corporate management, everyone will be responsible for providing the highest quality service. All results will be available for review by County representatives. The Chief Government Facilities Branch and the Contract Director will ensure Akal's compliance with the QC Plan, as accepted by the County.

Overview of Akal's QC Plan

The Akal QC Plan utilizes a three-tiered approach to ensure thorough inspections and audits:

- **Tier 1.** Weekly and unannounced inspections conducted by the supervisors and the Contract Director
- **Tier 2.** Monthly, semiannual, and unannounced inspections and audits conducted by the Contract Director and the Chief Government Facilities Branch
- **Tier 3.** Annual performance audits conducted by the Regional Director.

Akal's three-tiered QC Plan structures audits and inspections for regularity and thoroughness, adding value for the County. Multiple performance audits assure the County that deficiencies will be found and promptly corrected, and opportunities for improvement are identified and addressed. *A sample QC Plan is in Section 18, Additional Information.*

QC Plan Principles

Akal's QC Plan will implement the following elements:

- All work to be performed will be planned and controlled.
- Policies and goals will be defined to ensure understanding by all personnel.
- Expected results will be specified and communicated.
- Responsibilities will be specified.
- Resources will be identified and allocated to achieve or exceed established goals.
- All personnel will be accountable for their performance.



- Performance will be measured against expected results through inspections and audits.
- All work will be inspected and verified to ensure that it meets or exceeds expected results.
- Errors and deficiencies will be promptly identified and corrected.
- Management processes will be regularly reviewed to improve efficiency.
- Quality reports and information will be distributed on time to the directed personnel.
- Production, use, and storage of all documentation will be controlled.

Procedures will be implemented to reward superior performance.

Contract Compliance Matrix Program (CCM)

Immediately following contract award, Akal will create a Contract Compliance Matrix (CCM), a customized log that tracks every contract requirement and all performance objectives. Regular inspections will ensure delivery of all performance requirements and objectives on time and as required.

Akal's CCM is a monitoring system that covers all employee certifications and performance requirements listed in the solicitation. Additionally, our CCM tracks other essential contract requirements:

- Meeting staffing requirements
- Reporting and incident response
- County satisfaction and feedback
- Vital employee information
- Anniversary dates

- Compensation
- Training records
- Semiannual and annual qualifications and certifications
- State license board registration.

Immediately upon notice of contract award, our CCM will be customized for the County to include employee certifications, Performance Requirements, and other requirements listed in the solicitation. A *sample CCM is in Section 18, Additional Information.*

Inspection Plan

Key activities included in Akal's QC Plan are thorough field inspections of every aspect of our contract performance. Conducted by the supervisors, Contract Director, and the Chief Government Facilities Branch, these inspections constitute the basis for quality evaluation and reporting and for pinpointing program weaknesses and deficiencies.

Both announced and unannounced inspections will be conducted at all posts. Follow-up inspections—announced or unannounced—will be conducted as necessary.

We will pay particular attention to performance requirements. Akal understands that we may be monetarily assessed for failure to meet certain specified performance requirements.

Akal will maintain all inspection records and reports for five years following the termination of the contract.

Akal managers and supervisors are responsible and accountable for the



following inspections and program measurements:

Supervisors

Supervisors will conduct all daily inspections and will conduct more-thorough inspections weekly. Daily inspections will include continuous evaluation of the security officer force to ensure that all security officers meet the reliability standards of the contract.

Contract Director

The Contract Director will inspect training records and files of reports and will observe and review training classes and training instructor performance. In addition, the Contract Director will conduct biweekly, monthly, and semiannual inspections of security officer and supervisor performance.

Chief Government Facilities Branch

The Chief Government Facilities Branch will implement an overall evaluation of all aspects of contract performance. In addition, the Chief will periodically conduct inspections, with a focus on assessing quality through surveys and interviews with Public Works representatives, Akal supervisors, and security officers.

Chief Government Facilities Branch or Regional Director

The Chief or the Regional Director will implement semiannual inspections and overall evaluation of contract performance. This inspection will consist of client satisfaction surveys, officer and supervisor surveys, and quality inspection reports, both announced and unannounced. These semiannual reports are submitted to the Public Works Assistant Contract Manager.

The heart of Quality Control lies in the systematic collection of quantitative performance data for gap analysis and prompt corrective action. These actions form the basis for continuous quality improvement, a fundamental aspect of program management at Akal.

This Quality Control Plan includes reporting instruments that will be used by Akal personnel to gather program data ensure Public Works receives quality performance, service, and superior value:

Customer Satisfaction Survey Report

- *Provided to:* Public Works representatives
- *When:* Semiannually
- *Conducted by:* Chief Government Facilities Branch

Security Officer Survey

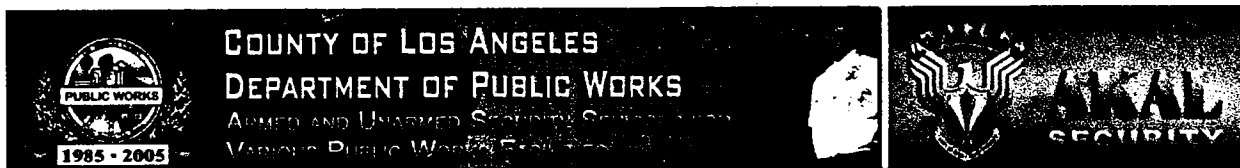
- *Provided to:* Akal security officers and shift supervisors
- *When:* Semiannually
- *Conducted by:* Chief Government Facilities Branch and/or Contract Director

Supervisor Checklists

- Supervisor Performance Report
- Quality Control Inspection Report
- *Conducted by:* Contract Director

Security Officer Checklists

- Officer Performance Report
- Certifications, ID Cards, Licenses, Permits, and Firearms Qualifications Report
- Post Inspection Checklist
- Quality Control Inspection Report



- *Conducted by:* Supervisor or Contract Director

Examples of Survey and Checklist forms used to collect quality data are included in Section 18, Additional Information.

Methods for Identifying and Preventing Deficiencies

Results of Inspection Checklists will indicate any deficient areas. Every deficiency will be reported the same day to Akal's Regional Director and the Chief Government Facilities Branch. Each QC survey contains a comment area for reviewers to provide comments and suggestions to better improve Akal's service to the County. The Chief Government Facilities Branch and the Contract Director will closely review all comments. Every weakness, deficiency, and comment will be evaluated, and a plan will be developed, implemented, and tracked to correct problems, make improvements, and add value to the contract. The Contract Director is responsible and accountable for this process. The Chief Government Facilities Branch will work with the Contract Director to develop action plans to correct deficiencies, implement recommendations for improvement, and track the recommendations through completion.

Corrective Action Plan

If requested by the County, Akal will develop and implement a formal Corrective Action Plan to be approved by the County. The plan will include the reasons for the unacceptable performance, specific steps to return performance to an acceptable level,

and monitoring methods to prevent recurrence.

Timeframes for Correction of Deficiencies

When a corrective action or an improvement has been identified and approved for implementation, a close tracking-and-reporting system will be initiated. This system establishes a timeline with milestones and a date for completion. Milestones may include additional inspections to show progress, and the completion date will include an inspection to verify complete implementation or correction of the deficiency. When an item has been completed, the Contract Director will be notified.

Timeframes to complete planned action toward the correction of deficiencies are as follows:

- Deficiencies in specific guard compliance or performance
Immediately
- Deficiencies in licensing or certification
24 hours
- Customer complaints
24 hours for response and resolution
- Deficiencies in supervisor performance
24 hours or relief from duty
- Deficiencies in training program
5 business days

File of All Inspections

The County may review the inspection records for the contract postings. Akal will maintain all inspection records and reports during the contract and for five years following the termination of the contract.



Quality Control Inspection Forms

- Certifications, I.D. Cards, Licenses, Permits, and Qualifications Checklist
- Officer Performance Checklist
- Post Inspection Checklist
- Supervisor Performance Checklist
- Quality Control Inspection Report

Survey Forms

In addition to the QC inspections, the Chief Government Facilities Branch, or the Contract Director will conduct surveys and interviews of County personnel and Akal employees. Examples of these survey forms include the following:

- Customer Satisfaction Interview Survey
- Security Officer Survey

Sample QC forms are in Section 18, Additional Information.

Assuring Services to the County in the Event of a Strike

In the unlikely event of a strike by Akal employees, services to the County are assured by our ability to draw on the more than 1,000 Akal employees in Southern California. Akal also has relationships with several security services vendors who we are able to call upon in the event of an emergency.

Response to Superior Performance

Rewards for Security Guards

Employee recognition is an important motivating force and essential to the retention of security officers. Superior performance is recognized in several ways:

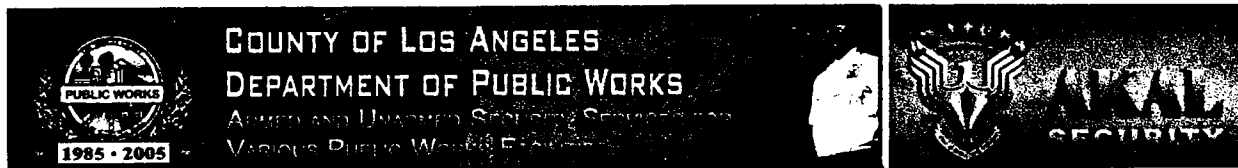
- Letters of commendation
- Award certificates and plaques
- Monetary awards
- "Guard of the Month" awards
- On-the-spot awards
- Recognition in the *Akal Newslite* quarterly newsletter
- Promotion opportunities

Documentation of Best Practices

Another value-added feature of Akal's QC Plan is the documentation of "Best Practices." Improvements identified and successfully implemented are documented and shared throughout the organization. This process continuously enhances and improves our services to our clients. When problems are encountered, we track specific solutions to similar problems and utilize these successful examples in the problem areas.

Liquidated Damages

Akal understands that the County will closely monitor all aspects of the contract and Akal's performance. Akal's QC program ensures that services are maintained at a uniform and acceptable level. Our supervisors and the Contract Director will review the Performance Requirements Summary daily, as established by Public Works Scope of Work. Should Akal receive a Contract Discrepancy Report, Akal will immediately resolve the problem whenever possible. However, resolution of the problem will not exceed five business days, unless otherwise specified in the Contract Discrepancy Report. If Akal receives any notices of adjustments, we will respond within three days of receipt.



In the event that Akal does not fully meet the County's requirements, we accept the provisions presented in Exhibit I, Performance Requirements Summary, of the Sample Agreement in the RFP.

Our QC Plan includes a plan for correcting problems, making improvements, and adding value to the contract. The plan will be submitted to the County Assistant Contract Manager for approval.

5.k Résumés of Key Personnel

Résumés of our key personnel are in Section 18, Additional Information. Information about our key personnel and their specific roles for the facilities contract are in Section 4.c.

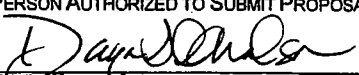
6. Proposed
Annual Price

SCHEDULE OF PRICES FOR ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED UNITS	ANNUAL PRICE
1.	Security Officer (Armed)	\$ 17.74	X 35,900 Hours =	\$ 636,866.00
2.	Security Officer (Unarmed)	\$ 16.14	X 2,000 Hours =	\$ 32,280.00
3.	Sergeant (Armed)	\$ 18.80	X 10,369.5 Hours =	\$ 194,946.60
4.	Sergeant (Unarmed)	\$ 18.80	X 2,000 Hours =	\$ 37,600.00
TOTAL PROPOSED ANNUAL PRICE				\$ 901,692.60

LEGAL NAME OF PROPOSER Akal Security, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Daya S. Khalsa, Senior Vice President		
DATE 11/18/2005	STATE CONTRACTOR'S LICENSE NUMBER PPO 9871	LICENSE TYPE Private Patrol Operator
PROPOSER'S ADDRESS: 7 Infinity Loop; Española, New Mexico 87532		
PHONE (888) 325-2527 ext. 2042	FAX (505) 753-7346	E-MAIL daya@kiit.com

SCHEDULE OF LOCATIONS AND HOURS

LOCATION	LEVEL	DAYS	HOURS	ESTIMATED HOURS
1525 AND 1537 ALCAZAR 2275 ALCAZAR	Security Officer (Armed)	Daily	24 hours - 7 days/week	8,760
	Security Officer (Armed)	Monday to Saturday a.m.	3 p.m. to 7 a.m.	6,744
HANSEN YARD	Security Officer (Armed)	Weekends	Saturday 7 a.m. to Monday 7 a.m.	3,656
		Holidays	7 a.m. to 3 p.m.	
		Weekends	Friday 4 p.m. to Monday 8 a.m.	
		Holidays	4 p.m. day before to 8 a.m. day after holiday	
HOLLYDALE YARD IMPERIAL YARD	Security Officer (Armed)	Daily	24 hours - 7 days/week	8,760
	Security Officer (Armed)	Weekends	Friday midnight to Sunday midnight	6,744
	Sergeant (Armed)	Monday to Friday	Sunday midnight to Monday 8 a.m. 4 p.m. to 8 a.m. (Monday through Friday) Friday 4 p.m. to Friday midnight	6,121.5
		Holidays	8 a.m. to 4 p.m.	
SOUTH YARD	Sergeant (Armed)	Monday to Saturday a.m.	5 p.m. to 6:30 a.m.	2,988
		Saturday a.m. to Monday a.m.	Saturday 6:30 a.m. to Monday 6:30 a.m.	
		Holidays	6:30 a.m. to 5 p.m.	
		Monday to Friday (except holidays)	6 a.m. to 6 p.m.	
WESTCHESTER YARD PACOIMA DAM	Security Officer (Armed)	Weekends (except holidays)	Friday 3 p.m. to Saturday 7 a.m. Saturday 3 p.m. to Sunday 7 a.m. Sunday 3 p.m. to Monday 7 a.m.	2,496
	Security Officer (Armed)	various	various	2,000
AS NEEDED	Security Officer (Unarmed)	various	various	2,000
AS NEEDED	Sergeant (Unarmed)	various	various	2,000

COST METHODOLOGY FOR CONTRACT: Armed and Unarmed Security Services for Various Public Works Facilities

PROPOSER: Akai Security, Inc.

POSITION/TITLE * (EACH FACILITY AND SHIFT LISTED SEPARATELY)	HOURS PER DAY							DAYS PER YEAR	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
1525 ALCAZAR STREET COMPLEX											
DAY SHIFT (INCLUDES HOLIDAYS)											
ARMED SECURITY OFFICER	8	8	8	8	8	8	8	365	2920	\$ 12.50	\$ 36,500.00
SWING SHIFT											
ARMED SECURITY OFFICER	8	8	8	8	8	8	8	365	2920	\$ 12.50	\$ 36,500.00
GRAVEYARD SHIFT											
ARMED SECURITY OFFICER	8	8	8	8	8	8	8	365	2920	\$ 12.50	\$ 36,500.00
2275 ALCAZAR STREET COMPLEX											
DAY SHIFT (INCLUDES HOLIDAYS)											
ARMED SECURITY OFFICER	8						8	115	920	\$ 12.50	\$ 11,500.00
SWING SHIFT											
ARMED SECURITY OFFICER	8	8	8	8	8	8	8	365	2912	\$ 12.50	\$ 36,400.00
GRAVEYARD SHIFT											
ARMED SECURITY OFFICER	8	8	8	8	8	8	8	365	2912	\$ 12.50	\$ 36,400.00
HANSEN YARD											
DAY SHIFT (WEEKENDS ONLY)											
ARMED SECURITY OFFICER	8						8	104	832	\$ 12.50	\$ 10,400.00
HOLIDAYS (ONLY)											
ARMED SECURITY OFFICER								11	328	\$ 12.50	\$ 4,100.00
SWING SHIFT (WEEKENDS ONLY)											
ARMED SECURITY OFFICER	8						8	156	1248	\$ 12.50	\$ 15,600.00
GRAVEYARD SHIFT (WEEKENDS ONLY)											
ARMED SECURITY OFFICER	8	8					8	156	1248	\$ 12.50	\$ 15,600.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is \$1.14 per hour, if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

COST METHODOLOGY FOR CONTRACT: Armed and Unarmed Security Services for Various Public Works Facilities

PROPOSER: Akal Security, Inc.

POSITION/TITLE * (EACH FACILITY AND SHIFT LISTED SEPARATELY)	HOURS PER DAY							DAYS PER YEAR	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
HOLLYDALE YARD											
DAY SHIFT (INCLUDES HOLIDAYS)											
ARMED SECURITY OFFICER	8	8	8	8	8	8	8	365	2920	\$ 12.50	\$ 36,500.00
SWING SHIFT											
ARMED SECURITY OFFICER	8	8	8	8	8	8	8	365	2920	\$ 12.50	\$ 36,500.00
GRAVEYARD SHIFT											
ARMED SECURITY OFFICER	8	8	8	8	8	8	8	365	2920	\$ 12.50	\$ 36,500.00
IMPERIAL YARD											
DAY SHIFT											
ARMED SARGEANT - HOLIDAYS ONLY								11	88	\$ 13.50	\$ 1,188.00
ARMED SECURITY OFFICER - WEEKENDS ONLY	8						8	104	832	\$ 12.50	\$ 10,400.00
SWING SHIFT											
ARMED SARGEANT - WEEKDAYS ONLY		8	8	8	8	8	8	160	2080	\$ 13.50	\$ 28,080.00
ARMED SECURITY OFFICER - WEEKENDS ONLY	8						8	104	832	\$ 12.50	\$ 10,400.00
GRAVEYARD SHIFT											
ARMED SARGEANT - WEEKDAYS ONLY		8	8	8	8	8	8	160	2080	\$ 13.50	\$ 28,080.00
ARMED SECURITY OFFICER - WEEKENDS ONLY	8						8	104	832	\$ 12.50	\$ 10,400.00
SOUTH YARD											
DAY SHIFT (INCLUDES HOLIDAYS)											
ARMED SARGEANT	8						8	115	920	\$ 13.50	\$ 12,420.00
SWING SHIFT											
ARMED SARGEANT	8	7	7	7	7	7	8	365	2666	\$ 13.50	\$ 35,991.00
GRAVEYARD SHIFT											
ARMED SARGEANT	8	6.5	6.5	6.5	6.5	6.5	8	365	2535.5	\$ 13.50	\$ 34,229.25

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$1.14 per hour, if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

PROPOSER: Akal Security, Inc.

[illegible]

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$1.14 per hour, if hourly wage rate is between \$6.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS FACILITIES

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: <u>SECURITY SERVICES</u> <u>ARMED AND UNARMED</u>	DATES: <u>10/31/01 - 10/29/07</u>
DEPT/DISTRICT: <u>COUNTY OF LOS ANGELES</u> <u>OPS USC MEDICAL CENTER</u>	
CONTACT: <u>VICKI LANE</u>	
TELEPHONE: <u>(562) 940-7214</u>	
FAX: <u>(562) 803-5305</u>	

SERVICE: <u>SECURITY SERVICES</u>	DATES: <u>1/15/02 - 4/15/08</u>
DEPT/DISTRICT: <u>COUNTY OF LOS ANGELES</u> <u>OPS HARBOR UCLA MEDICAL CENTER</u>	
CONTACT: <u>VICKI LANE</u>	
TELEPHONE: <u>(562) 940-7214</u>	
FAX: <u>(562) 803-5305</u>	

SERVICE: <u>SECURITY SERVICES</u> <u>ARMED AND UNARMED</u>	DATES: <u>(INTERIM SERVICES)</u>
DEPT/DISTRICT: <u>COUNTY OF LOS ANGELES</u> <u>OPS OLIVE VIEW MEDICAL CENTER</u>	
CONTACT: <u>VICKI LANE</u>	
TELEPHONE: <u>(562) 940-7214</u>	
FAX: <u>(562) 803-5305</u>	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: <u>ARMED COURT</u> <u>SECURITY OFFICERS</u>	DATES: <u>COMPLETED</u> <u>10/1/04 - 9/30/09 10/1/00 - 9/30/04</u>
AGENCY/FIRM: <u>U.S. MARSHALS SERVICE</u> <u>9th JUDICIAL COURT</u>	
ADDRESS: <u>312 NORTH SPRING STREET G-23</u> <u>LOS ANGELES, CA 90012</u>	
CONTACT: <u>TIM MILLER</u>	
TELEPHONE: <u>(213) 894-2020</u>	
FAX: <u>(213) 894-2078</u>	

SERVICE: <u>SECURITY SERVICES</u> <u>ARMED AND UNARMED</u>	DATES: <u>5/16/04 - 5/15/07</u>
AGENCY/FIRM: <u>CITY OF LOS ANGELES</u> <u>GENERAL SERVICES DEPARTMENT</u>	
ADDRESS: <u>10281 KIDD ST.</u>	
CONTACT: <u>DWAYNE HEALY</u>	
TELEPHONE: <u>(213) 978-4674</u>	
FAX: <u>(213) 978-4688</u>	

SERVICE: <u>UNARMED</u> <u>CUSTODY OFFICERS</u>	DATES: <u>11/1/03 - 12/31/09</u>
AGENCY/FIRM: <u>DEPT. OF HOMELAND SECURITY</u> <u>ICE SPC EL CENTRO</u>	
ADDRESS: <u>1115 NORTH IMPERIAL AVE EL CENTRO, CA</u> <u>92243</u>	
CONTACT: <u>JAMES W. HALEY</u>	
TELEPHONE: <u>(760) 336-4653</u>	
FAX: <u>(760) 482-2868</u>	

SERVICE: <u>UNARMED</u> <u>SECURITY SERVICES</u>	DATES: <u>7/1/05 - 6/30/08</u> <u>COMPLETED 10/1/02 - 8/30/05</u>
AGENCY/FIRM: <u>COUNTY OF RIVERSIDE DPSS</u>	
ADDRESS: <u>10281 KIDD STREET</u> <u>RIVERSIDE, CA 92503</u>	
CONTACT: <u>MELANIE S. WILLIAMS</u>	
TELEPHONE: <u>(951) 358-3211</u>	
FAX: <u>(951) 358-3900</u>	

PROPOSER'S REFERENCE LIST

FORM PW-6

PROPOSED CONTRACT FOR: ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS FACILITIES

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: <u>ARMED SECURITY SERVICES</u>	DATES: <u>3/1/03 - 6/30/04</u>
AGENCY/FIRM: <u>SAN BERNARDINO COUNTY ARMC</u>	
ADDRESS: <u>400 N. PEPPER AVENUE COLTON, CA 92324</u>	
CONTACT: <u>COLENE HALLER</u>	
TELEPHONE: <u>(909) 580-6180</u>	
FAX: <u>(909) 580-6196</u>	

SERVICE: <u>ARMED SECURITY SERVICES</u>	DATES: <u>1/1/01 - 9/30/06</u>
AGENCY/FIRM: <u>U.S. DEPT. OF TRANSPORTATION FAA TRACON FACILITY SAN DIEGO</u>	
ADDRESS: <u>ACQUISITION MGMT. BR AWP55 POB 92007 LA, CA 90009</u>	
CONTACT: <u>JAMES L. TRAVERS</u>	
TELEPHONE: <u>(310) 725-7556</u>	
FAX: <u>(310) 725-3842</u>	

SERVICE: <u>UNARMED SECURITY SERVICES</u>	DATES: <u>8/31/03 - 9/30/05</u>
AGENCY/FIRM: <u>COUNTY OF VENTURA</u>	
ADDRESS: <u>800 S. VICTORIA AVE VENTURA, CA 93009</u>	
CONTACT: <u>DAN THROWER</u>	
TELEPHONE: <u>(805) 654-3753</u>	
FAX: <u>(805) 654-3754</u>	

SERVICE:	DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

LIVING WAGE ORDINANCE:

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

LABOR LAW/PAYROLL VIOLATIONS :

History of Alleged Labor Law/Payroll Violations (Check One):

History of Determinations of Labor Law/Payroll Violations (Check One):

HISTORY OF DEBARMENT (Check one):

CAADMPAS-FBIC CONTRACT MASTER PLAN FOR LAW ENFORCEMENT, dtd 07/25/01 DPM/Rev. 11/12/99

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☒ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: AKAL SECURITY, INC	Print Name of Owner: DAYA S. KHALSA SENIOR VICE PRESIDENT
Print Address of Firm: 7 INFINITY LOOP	Owner's/AGENT's Authorized Signature:
City, State, Zip Code ESPAÑOLA, NM 87532	Print Title: SENIOR VICE PRESIDENT

Public Entity Name	LABOR COMMISSIONER STATE OF CALIFORNIA
Public Entity Address:	Street Address: 411 EAST CANON PERDIDO STREET RM. 3 City, State, Zip: SANTA BARBARA, CA 93101
Case Number/Date Claim Opened:	Case Number: 13-35392 Date Claim Opened: OCTOBER 26, 2005
Name and Address of Claimant:	Name: JOSHUA WALKER Street Address: 991 PERRY DRIVE City, State, Zip: PORT HUENEME, CA 93043
Description of Work: (e.g., Janitorial)	SECURITY GUARD SERVICES
Description of Allegation and/or Violation:	ALLEGES AKAL SECURITY OWES HIM A \$500.00 RETENTION FEE BONUS
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	FINDING IS ATTACHED IN FAVOR OF JOSHUA WALKER. APPEAL WAS FILED BY AKAL SECURITY AND DOCUMENTATION IS ATTACHED SHOWING THE REASON WE BELIEVE FINDING SHOULD BE REVERSED.

☐ Additional Pages are attached for a total of _____ pages.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013A) OR CERTIFIED MAIL

I, Patricia Lopez, do hereby certify that I am a resident of or employed in the
County of Santa Barbara, over 18 years of age, not a party to the within action,
and that I am employed at and my business address is:

LABOR COMMISSIONER, STATE OF CALIFORNIA

411 East Canon Perdido Street, Room 3
Santa Barbara, CA 93101
Tel: (805) 568-1222 Fax: (805) 568-1569

On October 26, 2005 I served the within Order, Decision or Award

by placing a true copy thereof in an envelope addressed as follows:

NOTICE
TO: Akal Security, Inc.
Tony Perez, Agent
12145 Mora Dr. Unite 4 & 5
Santa Fe Springs, CA 90670

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon
fully prepaid, depositing it in the United States mail in this city by first class mail.


I certify under penalty of perjury that the foregoing is true and correct.

Executed on: October 26, 2005 at Santa Barbara, California

STATE CASE NUMBER: 13 - 35392

416


Patricia Lopez

LABOR COMMISSIONER, STATE OF CALIFORNIA Department of Industrial Relations Division of Labor Standards Enforcement 411 East Canon Perdido Street, Room 3 Santa Barbara, CA 93101 Tel: (805) 568-1222 Fax: (805) 568-1569		
Plaintiff: JOSHUA WALKER		
Defendant: AKAL SECURITY, INC.		
State Case Number 13 - 35392 416	NOTICE OF PAYMENT DUE	

You have been served a copy of the Labor Commissioner's Order, Decision or Award.

If the full amount of the sums set forth in the Order, Decision or Award is received by this office within ten (10) days of the date the Order, Decision or Award was served upon you, no judgment will be entered in this matter.

Payment must be made by certified check, cashier's check or money order (no other tender will be accepted) made payable to the Plaintiff named in the Order, Decision or Award, and addressed to the Office of the Labor Commissioner at the address shown above.

***All unsatisfied judgments will be referred to the Franchise Tax Board for collection pursuant to the provisions of Section 19290 of the Revenue and Taxation Code.**

DATED: October 24, 2005

Betty Weiner

Betty Weiner Deputy Labor Commissioner



P.O. Box 1197, Santa Cruz, NM 87567 • 7 Infinity Loop, Espanola, NM 87532
505-753-7832 • 888-325-2527 • Fax 505-753-8689

November 10, 2005

Paul Rodriguez, Hearing Officer
Labor Commissioner, State of California
411 East Canon Perdido Street, Room 3
Santa Barbara, CA 93101

Via Facsimile (805) 568-1569

Re: Case # 13-35392 (Joshua Walker)

Dear Mr. Rodriguez,

I am in receipt of the Labor Commissioner's Order dated October 26, 2005. This Order is to issue payment to former Akal Security employee, Mr. Joshua Walker, in the amount of \$3,173.42. This letter serves as Akal Security's formal appeal to this decision.

Akal Security does not owe Mr. Walker a \$500.00 retention bonus. However, Akal Security agrees that Mr. Walker is entitled to, two \$100.00 recruitment bonuses. The amount that should be paid to Mr. Walker is \$200.00 and any penalties that this amount is subjected to under state law.

Akal Security does not owe \$500.00 retention bonus for the following reasons:

- Akal Security's retention bonus plan went into effect on December 7, 2004 (Exhibit B).
- Mr. Walker was hired on October 24, 2004 (Exhibit A)

Due to the fact that the retention bonus was not put into effect until December 7, 2005 for all employees hired on that date or later, Mr. Walker is not entitled to \$500.00, because

he was hired on October 24, 2004. Therefore, Akal Security respectfully requests that the Labor Commissioner adjust the Order to reflect the correct amount owed to Mr. Walker.

If you have any questions, please feel to contact me at (505) 753-7832 Ext 2092.

Sincerely,

A handwritten signature in cursive script, reading "Ong Kar Khalsa". The signature is written in black ink and is positioned above the printed name and title.

Ong Kar Khalsa

Human Resources Manager

MEMORANDUM



DATE: December 7, 2004
TO: Tony Perez, National Director
FROM: Al Irwin, Regional Director
SUBJECT: RECRUITMENT & RETENTION BONUS PLAN – 2005

This policy shall become effective immediately

\$100

Incumbent employees will receive this one time bonus if the person they recruit remains employed by Akal Security for no less than 90 consecutive calendar days.

\$500

New employees will receive this one-time bonus if they remain employed by Akal Security for no less than 183 consecutive calendar days.

Contracted Scouts

Bonuses to Scouts will only be made consistent with signed contracts

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☒ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: AKAL SECURITY, INC	Print Name of Owner: DAYA S. KHALSA
Print Address of Firm: 7 INFINITY LOOP	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: ESPANOLA, NM 87532	Print Title: SENIOR VICE PRESIDENT

Public Entity Name	LABOR COMMISSIONER STATE OF CALIFORNIA		
Public Entity Address:	Street Address: 411 EAST CANON PERDIDO STREET RM 3 City, State, Zip: SANTA BARBARA, CA 93103		
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:		
Name and Address of Claimant:	Name: Street Address: City, State, Zip:		
Description of Work: (e.g., Janitorial)	SECURITY GUARD SERVICES		
Description of Allegation and/or Violation:	AKAL SECURITY DISCOVERED THROUGH INTERNAL AUDIT PROCEDURES THAT EMPLOYEES AT ITS RANCHO LOS AMIGOS CONTRACT WERE NOT PAID OVERTIME OWED TO THEM FOR WORKING 12 HR SHIFTS (OT OWED PAST 8 hrs)		
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	AKAL SECURITY CORRECTED PAYROLL THROUGH INTERNAL PROCEDURES AND ALL EMPLOYEES WERE GIVEN BACK OT PAY FOR OT HOURS OWED TO THEM.		

☐ Additional Pages are attached for a total of _____ pages.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; OR

☒ The Firm **HAS BEEN** named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☐ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR

☒ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; OR

☐ The Firm **HAS BEEN** debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

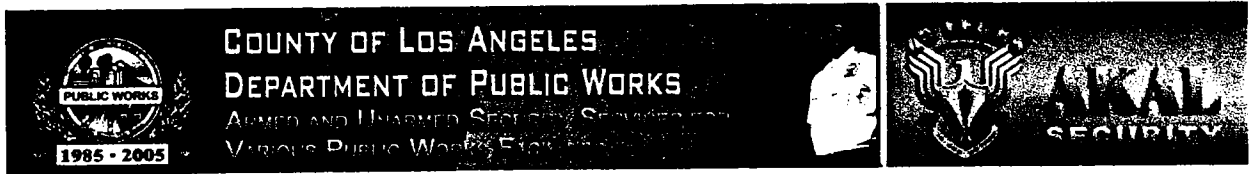
I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Daya S. Khalsa
Owner's/Agent's Authorized Signature

DAYA S. KHALSA, SENIOR VICE PRES.
Print Name and Title

AKAL SECURITY, INC
Print Name of Firm

11-18-05
Date



10. SUBCONTRACTORS

Akal will not use any subcontractors to perform security services for the Public Works contract. However, Akal is committed to using Minority-

owned/Women-owned/Small and Disadvantaged Business Enterprise firms for the procurement of uniforms, equipment, and supplies. Akal will make a good faith effort to use small business concerns for supply requirements.

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks. N/A AKAL SECURITY WILL NOT USE SUBCONTRACTORS TO PERFORM SECURITY SERVICES ON THIS CONTRACT.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

11. FINANCIAL STATEMENTS

Akal's financial statements reflect our profitability and stability. We have been profitable every year of our more than 25 years in business, and we have built substantial shareholders' equity through responsible financial management practices. Akal's financial statements include a full description of our fiscal capacity, demonstrate our significant financial strength, and assure Public Works of our ability to perform and establish the infrastructure to effectively accomplish the Public Works contract. Our audited financial statements for the past three calendar years (2002, 2003, and 2004) are prepared by an independent Certified Public Accountant and include the company's assets, liabilities, and net worth

Our audited financial statements are in a sealed envelope at the back of the proposal binder.

Akal is one of the largest security-guard services contractors in the United States, with over \$500 million in annual revenues. Our corporate headquarters are located in New Mexico and, perhaps more importantly, we have extensive operations in Southern California. Our financial strength has

allowed us to smoothly and successfully start up and finance more than \$400 million in new annual business over the past five years.

Akal's more than \$50 million line of credit with the Bank of America is flexible and designed to facilitate the company's growth. Bank of America is a committed partner of Akal, providing a credit facility and all banking services since 1995. This major credit line, and Bank of America's commitment to finance Akal's contracts, allows us to bring new contracts online without causing any cash shortages or affecting our credit facility.

Utilizing the Bank of America network, employees can obtain debit cards with access to any Bank of America branch in California or nationwide. *References for Bank of America are available upon request.*

Our major vendors also provide leasing and credit arrangements that ensure our ability to supply uniforms, communications equipment, office equipment, and other supplies and equipment in order to be fully equipped at contract start-up. Credit arrangements with Enterprise Leasing and Wells Fargo Leasing allow Akal to order equipment and vehicles as soon as our requirements are established, with financing pre-approved.

12. BENEFIT PACKAGE

Akal offers the following benefit package for the Public Works contract:

- Three days paid vacation after one year for all officers
- Five days paid vacation after two years for all officers
- Accrue two days paid vacation each year beginning in year three, up to a maximum of ten days paid vacation for officers and supervisors
- Jury Duty: On an annual basis, employees will receive no less than five days of regular pay for actual jury service
- Optional 401(k) retirement plan
- Symetra group medical insurance option, available through payroll deduction for officers and supervisors
- Holiday pay at time and one-half for 11 annual holidays, as worked.

Form LW-7, Proposer's Medical Plan Coverage, is on the following page. Normal page numbering resumes following the form.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Akal Security, Inc.Name of Proposer's Health Plan: SymetraDate: 11/18/2005

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y N <input checked="" type="radio"/> Y N <input checked="" type="radio"/> Y N <input checked="" type="radio"/> Y N	\$ 121.35/mo. \$ 121.35/mo. \$ 121.35/mo. \$ 121.35/mo.	Available by payroll deduction
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ \$ \$ \$	
Any Annual Deductible? Per Person Per Family	Y <input checked="" type="radio"/> N Y <input checked="" type="radio"/> N	\$ \$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	Balance billing by provider if reimbursement is less than total charges.
Any Lifetime Maximum? Per Person Per Family	<input checked="" type="radio"/> Y N <input checked="" type="radio"/> Y N	\$ \$	In-patient Hospital & ICU limited to 500 days/Lifetime; 30 days/calendar year.
Ambulance coverage	Y <input checked="" type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y N	\$ 60.00	\$300 per year maximum
Emergency Care	<input checked="" type="radio"/> Y N	\$ 300.00	per person/calendar yr.
Home Health Care	Y <input checked="" type="radio"/> N	\$	
Hospice Care	Y <input checked="" type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y N	\$ 400/day	max: 30 days/yr.; 500 days/Lifetime
Immunizations	Y <input checked="" type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y N	\$	Same as any other illness
Mental Health	Y <input checked="" type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y N	\$ 200/day	Max: 30 days/yr.; 180 days/Lifetime

FORM LW-7 - PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y (N)	\$	
Physical Therapy	Y (N)	\$	
Prescription Drugs	(Y) N	\$	15% discount @ contracted pharmacies
Routine Eye Examinations	Y (N)	\$	
Skilled Nursing Facility	(Y) N	\$ 200/day	Max: 30 days/yr.; 500 days/Lifetime
Surgery	(Y) N	\$ 800.00	Per calendar year
X-Ray and Laboratory	(Y) N	\$ 60/visit	

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 90 days of employment.

☒ Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 0 DAYS. (Pay time and a half for 11 holidays per year, IF WORKED.)

P:\ASPUB\CONTRACTMASTER\RFP FORMATS\EXHIBITS.wpd 12/23/02

13. Living Wage Program

13. LIVING WAGE PROGRAM

Akal has reviewed the Los Angeles County Code, Chapter 2.201, Living Wage Program (Form LW-1). The Application for Exemption (Form LW-2) is included here. Akal is *not* requesting an exemption to the Living Wage Program and the form has been marked "NOT APPLICABLE."

Akal will meet the Living Wage Program requirements, and we have included a

medical plan option for employees and their families in our compensation package, according to the Living Wage Program requirements in the RFP. The Contractor Living Wage Declaration (Form LW-3) and the Living Wage Acknowledgement and Statement of Compliance (Form LW-4) are completed and presented in this section.

The Living Wage Acknowledgement and Statement of Compliance (Form LW-4) is also presented in Sections 8 and 9.

N/A

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194):

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance—you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full-and part-time employees; AND
 - ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
 - ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

N/A

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ Either the contractor or the employees' collective bargaining unit have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☐ Neither the contractor nor the employees' collective bargaining unit have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than \$9.46 per hour per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$1.14 per hour per employee. I will pay an hourly wage of not less than \$9.46 per hour per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$1.14 per hour per employee. I will pay an hourly wage of not less than \$8.32 per hour per employee.

Health Plan(s): SYMETRA

Company Insurance Group Number: 88357

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☒ Other: EVERY TWO WEEKS (Specify)

PLEASE PRINT COMPANY NAME: <u>AKAL SECURITY, INC</u>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: <u>Daya S. Khalsa</u>	DATE: <u>11-18-05</u>
PLEASE PRINT NAME: <u>DAYA S. KHALSA</u>	TITLE OR POSITION: <u>SENIOR VICE PRESIDENT</u>



LICENSE NO. PPO 9871
RECEIPT NO. 32700237

PRIVATE PATROL OPERATOR



Bureau of Security and Investigative Services
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-8002
(916) 322-4000
VALID UNTIL JANUARY 31, 2007

AKAL SECURITY INC
12145 MORA DR., STE 485
SANTA FE SPRINGS CA 90670-3773

11/28/06
11/29/06

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WP450 001 311 02

In accordance with the provisions of
Division 3, Chapter 11.5 of the
BUSINESS AND PROFESSIONS CODE,
the company named herein is issued a
Private Patrol Operator License Renewal.

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
HOU-000511162-10**PRODUCER**Marsh USA Inc.
401 South Boston Avenue, Suite 800
Tulsa, OK 74103-4016
Attn: Melanie Walker 918.586.7907

72107-AKAL-Maste-05-06

INSUREDAKAL SECURITY, INC.
PO BOX 1197
SANTA CRUZ, NM 87567

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE**COMPANY****A** LEXINGTON INSURANCE COMPANY**COMPANY****B** AMERICAN HOME ASSURANCE CO**COMPANY****C** INSURANCE COMPANY OF THE STATE OF PA**COMPANY****D** TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

3

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2156200	10/01/05	10/01/06	GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ EXCLUDED
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ INCLUDED
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> SIR \$500,000				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ EXCLUDED
B B	AUTOMOBILE LIABILITY	CA 1469394 (AOS) CA 1469395 (TX)	10/01/05 10/01/05	10/01/06 10/01/06	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	335772	10/01/05	10/01/06	EACH OCCURRENCE \$ 15,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 15,000,000
	OTHER THAN UMBRELLA FORM				\$
C B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 5541057 (AOS) WC 5541092 (CA) WC 5541056 (WI)	10/01/05 10/01/05 10/01/05	10/01/06 10/01/06 10/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
D	OTHER EMPLOYEE DISHONESTY	101173275	10/01/05	10/01/06	LIMIT 100,000
D	EMPLOYEE DISHONESTY - LA COUNTY	103827239	10/01/05	10/01/06	DEDUCTIBLE 1,000 LIMIT 500,000 DEDUCTIBLE 10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF INSURANCE

CERTIFICATE HOLDERAkai Security
P O Box 1197
Santa Cruz, NM 87567**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Clyde Weathers

Clyde Weathers

MM1(3/02)

VALID AS OF: 09/30/05

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

COPY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Akal Security, Inc.

7 Infinity Loop, Espanola, NM 87532

as Principal, hereinafter called the Principal, and Western Surety Company

6011 University Boulevard, Suite 490, Ellicott City, MD 21043

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto County of Los Angeles

900 S. Fremont Avenue, Alhambra, CA 91803-1331

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Armed and Unarmed Security Services for Various Public Works

Facilities

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of November, 2005

Akal Security, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Western Surety Company

(Surety)

(Seal)

By:

Attorney-in-Fact

John C. Plate

(Title)

Cindy L. Ralline

(Witness)

17. STATE AND FEDERAL LABOR REGULATIONS AND RECORD KEEPING REQUIREMENTS

17.a Tracking Employee Hours

17.a.i. Reporting to Work

Where do Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?

Akal employees report to work at the work location, unless modified by specific contract requirements. If a contract requires employees to report to a central location, that occurs and they then travel or we then shuttle them to their worksite location

If the latter is the practice/process, when does Proposer consider the employee's shift to have started? At a central site or upon arrival at the work location?

Akal considers an employee's shift start time to be the scheduled start time of the post at the post location. Employees are required to report for duty no earlier or later than five to ten minutes prior to post start time. On contracts where employees are required to report to a central location and then be shuttled to their work site, Akal considers the employee shift start time to be the time of arrival at the central location, according to the specific contract requirements for that client.

17.a.ii. Tracking how Employees Report to Work

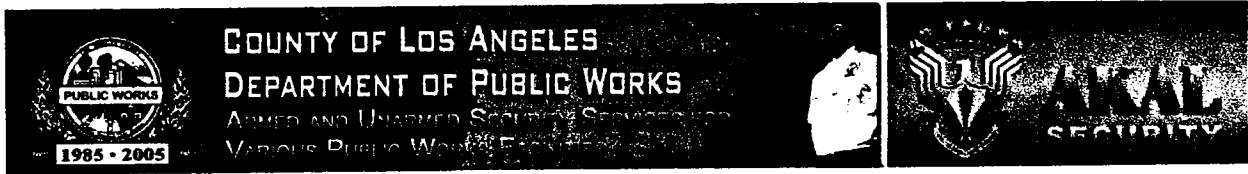
How does Proposer know employees actually reported to work and at what time? (For example, 'sign-in sheets, computerized check-in, call-in system, or some other method.)

Akal employees are required to call in to report that they are on duty. Additionally, they sign in on a Sign-in Sheet that is maintained at the post. If a radio is not assigned to the post, the officer is required to call in on a telephone at the post. In this case, the dispatch officer or supervisor calls back to verify the officer's presence at the post. The officer's time of arrival is documented on the Sign-in Sheet and the dispatch log or supervisor log.

We will also implement an electronic reporting program or wand system, which tracks the location of security officers throughout the shift, as well as the status of each location on a patrol tour. This program provides computerized Shift Logs, Incident Reports, and annotated summaries of officer's activities. Daily printouts, documenting the effectiveness of the security program, can be transmitted electronically to Akal Managers and Supervisors, as well as County Officials.

17.a iii. Records Created at the Beginning and Ending of Employee's Shift

Akal maintains accurate and detailed post scheduling records. Our state-of-the-art WinTeam™ technology is a fully integrated scheduling, payroll, invoicing, and human resource database program, and provides Akal management personnel and supervisors with accurate and up-to-date records and reports. WinTeam is a powerful and



seamless business management tool that has been custom designed for Akal, and it efficiently performs accounting, operations, labor, human resources information-management, and record keeping functions.

WinTeam™ is fully integrated, which means that it shares records and information throughout its modules. Information needs to be entered only once, saving valuable time, resources, and lowering the margin of error. WinTeam™ consists of ten integrated modules, including personnel scheduling, post scheduling, payroll, accounts payable, accounts receivable, fixed assets, general ledger, human resources, inventory, and job costing. Electronic records ensure accurate invoicing that matches post records and employee payroll. *Sample invoices, in split-rate and flat-rate format, are in Section 18, Additional Information.*

What records are created to document the beginning and ending times of employee's actual work shifts?

Akal provides post Sign-in Sheets at each post that document the beginning and ending times of scheduled work shifts. Upon arrival for duty, scheduled officers sign the Sign-in Sheet to document actual work shifts.

Supervisors verify that the Sign-in Sheets are accurate during post inspection checks. At the end of the week, Sign-in Sheets are delivered to the Akal office and reconciled with the original scheduling data.

What records are maintained by Proposer of actual time worked?

Akal maintains post Sign-in Sheets records, payroll records, and invoicing records of

Who checks these records?

actual times worked. Akal stores its records electronically and maintains the records for seven years.

At the end of each week, after Sign-in Sheet attendance records are reconciled with the original scheduling data, WinTeam™ inputs directly into the payroll and billing programs. Records generated in WinTeam™ are electronically transmitted from the local Akal office to the corporate office, ensuring error-free invoicing and seamless matching of post attendance records to employee payroll. Electronic records ensure accurate invoicing that matches post records and employee payroll. *Sample invoices, in split-rate and flat-rate format, are in Section 18, Additional Information.*

Are the records maintained daily or on another frequency?

Records are maintained daily at each post and reconciled weekly at the local Akal office. Our electronic wand reporting program, mentioned previously, tracks the location of security officers throughout the shift, as well as the status of each location on a patrol tour. Daily printouts can be transmitted electronically to Akal Managers and Supervisors, as well as County Officials.

Who created these records? (Employee, supervisor, or office staff)?

Akal office staff generates the weekly schedule in WinTeam™ and provides the Sign-in Sheets for each post. Akal employees sign the Sign-in Sheets, and Akal supervisors verify that the Sign-in Sheets are accurate.



As shown below, multiple-level checks verify the accuracy of Akal's Sign-in Sheets, payroll, and invoicing records:

- Supervisors check the Sign-in Sheets to verify they are accurate during post inspections.
- Akal local office staff verifies that the post Sign-in Sheets documenting the actual shifts worked match original post scheduling data and contract requirements during weekly reconciliation process.
- Akal corporate office staff verifies the accuracy of electronic WinTeam™ data generated and transmitted to the corporate office.
 - Accounts Receivable Department staff verifies that Akal has met its contract scheduling and staffing obligations
 - Payroll Department staff verifies that employee wages are accurate, and regular hours, overtime, holiday, sick, and vacations hours, etc. are properly logged, tracked, and calculated for each employee.

Are they used as a source document to create Proposer's payroll?

Akal's post Sign-in Sheets—which are delivered to each post, signed by each officer who works at the post to document actual shifts worked, and then delivered back to the local office to reconcile actual shifts worked with the original schedule—are the only source documents used to create Akal's payroll and invoicing records.

Provide a copy of these records.

A sample post Sign-in Sheet is included in Section 18, Additional Information. Akal can provide copies of post Sign-in Sheets with each invoice to document actual hours worked.

17.a.iv. Documents Used to Prepare Payroll

If the records created in response to subsection A.17.iii, above are not used to create Proposer's payroll, what is the source document that is used?

Sign-in Sheets are used as the source documents.

Who prepares and who checks the source document?

Akal employees sign the Sign-in Sheets, and Akal supervisors verify that the Sign-in Sheets are accurate.

Does the employee sign it?

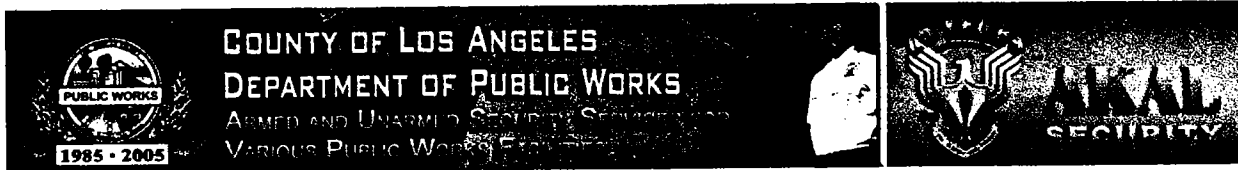
Akal employees sign the Sign-in Sheets.

Who approves the source document, and what do they compare it with prior to approving the source document?

Akal supervisors verify that the Sign-in Sheets are accurate. Akal local office staff verifies that the post Sign-in Sheets documenting the actual shifts worked match original post scheduling data and contract requirements during weekly reconciliation process.

17.a.v. Employee Breaks and Meal Breaks

How does the Proposer firm know that employees take mandated breaks and meal breaks?



Akal officers are required to call in to their supervisor when they take their mandated breaks and meal breaks; they are also required to enter their break times on their shift logs. Additionally, supervisors verify that officers are properly documenting their breaks and meal breaks on their shift logs during post inspections.

Does Proposer maintain any written supporting documentation to validate that the breaks actually occurred?

Written records of breaks and meal breaks are documented on the officers' shift logs, periodic inspections help validate that the breaks actually occurred.

If so, who prepares, reviews, and approves such documentation?

Shift logs are prepared by officers on post, reviewed by supervisors during post inspections, and checked by local Akal management staff.

17.b. Payroll

17.b.i. Paying the Employees

How are employees paid (manually issued check, cash, automated check, or combination of methods)?

Akal prepares automated payroll checks, which are generated by WinTeam™.

If by check, do they receive a single check for straight time and overtime or are separate payments made?

Akal employees receive a single check for straight time and overtime hours worked.

What information is provided on the check (deductions for taxes, etc?)

Akal provides the following information on employee paychecks:

HOURS AND EARNINGS

Description:

Regular
Overtime
Holiday
Sick
Vacation

Hours:

(The number of hours in each category above)

This period:

The total hours paid in the current two-week period

Year-to-Date:

The total hours paid year-to-date

Gross Pay Year to Date:

Gross Pay This Period:

Total Deductions This Period:

Net Pay This Period:

TAXES AND DEDUCTIONS

Description:

FICA
Fed WT
CA WT

Provide a copy of a check and check stub that shows deduction categories (cover or block out bank account information).

A sample Akal paycheck is included in Section 18, Additional Information.

17.b.ii. Manual Payroll System

If Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.

N/A (Akal uses an automated system.)

If the employee has multiple wage rates (County's Living Wage rate for County work and Proposer's standard rate for other non-county work) how does the automated payroll system calculate total wages paid?

Akal's WinTeam™ technology calculates specific wage rates that are assigned and paid according to wage rates assigned for multiple posts at each account. In this way, multiple wage rates are calculated and paid accurately to each employee, even if employees work on multiple posts. Employees are paid the wage rates that are specific to their assigned posts at each account.

17.b.iii. Automated Payroll System

If Proposer uses an automated payroll system, or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.

Akal's WinTeam™ technology is automated. Following are the steps taken to prepare the payroll:

- Akal staff members in our local office create schedule data according to contract requirements and provide Sign-in Sheets, which are printed and delivered to each post.
- Upon arrival for duty, each scheduled officer signs the Sign-in Sheet at the post.
- At the end of the week, Sign-in Sheets are delivered to the Akal office and reconciled with the scheduling data.

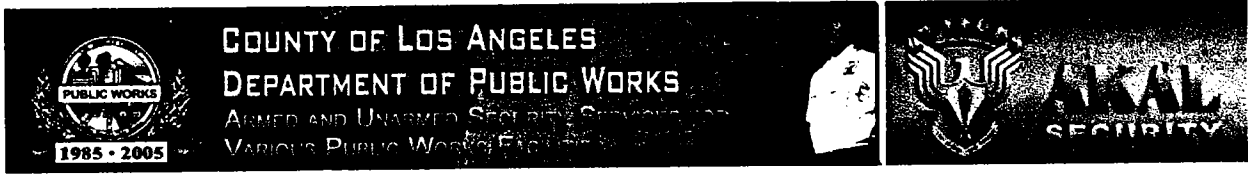
- After Sign-in Sheet attendance records are reconciled with scheduling data, WinTeam™ inputs directly into the payroll and invoicing programs.
- Payroll and invoicing records are generated in WinTeam™ and electronically transmitted from the Akal local office to the corporate office, helping to ensure error-free invoicing and seamless matching of post attendance records to employee payroll. Electronic records ensure accurate - invoicing that matches post records and employee payroll.

If the employee has multiple wage rates (County's Living Wage rate for County work and Proposer's standard rate for other non-county work) how does the automated payroll system calculate total wages paid?

Akal's WinTeam™ technology calculates specific wage rates that are assigned and paid according to wage rates assigned for multiple posts at each account. In this way, multiple wage rates are calculated and paid accurately to each employee, even if Employees work on multiple posts. Employees are paid the wage rates that are specific to their assigned posts at each account.

Is it embedded in the software program or does someone have to override the system to perform the calculation?

Akal's office staff schedule appropriate wages, according to specific contract requirements, to each post in the WinTeam™ program so that accurate wages are automatically paid to employees assigned to those posts.



17.b.iv. Travel Time

How is travel time during an employee's shift paid?

Travel time is paid according to specific contract requirements. Officers are generally paid only for their scheduled time on post and not for travel time to and from posts, unless specific contract provisions require travel time to be paid.

At what rate is such travel time paid if the employee has multiple wage rates?

Travel time is paid at the wage rate specified in specific contract requirements or at the wage rate of the post from which the officer is departing. If an officer travels to a new post, the wage rate for the new post will start upon arrival at that post.

Discuss how you calculate the day's wages for each situation described in the following two examples:

- 12. During a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate.**

We would pay the employee one hour of travel time at the rate of pay the officer was receiving upon going into the travel status. The officer's rate of pay for the new site would become effective upon reporting at the new site.

Additionally, on many of our County contracts, Akal maintains a core crew of "roving officers" who are trained at multiple posts so that they are available to fill in for employees who are sick or on vacation.

These officers are paid a premium wage that is the same on all of their assignments and covers their travel time between assignments.

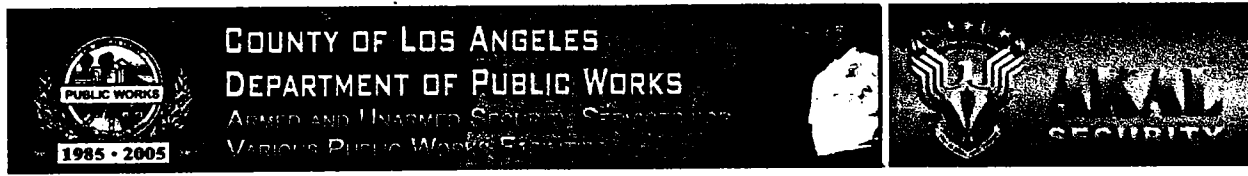
- 13. During a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.**

In this scenario, we would, again, pay the employee one hour of travel time at the rate of pay the officer was receiving when going into the travel status. The officer's rate of pay for the new site would become effective upon reporting at the new site.

17.b.v. Calculating Overtime Wages

How does the Proposer calculate overtime wages?

Generally, overtime wages are calculated at 1.5 times the regular wage for every hour over eight hours worked in a day. For this contract, Akal will seek to obtain the necessary labor approvals which allow our employees to work 4/40 work weeks. Akal acknowledges that Public Works will not pay overtime to Akal's employees required to work a 4/40 work week as stated in the RFP. We recognize that, per the Exhibit B, Section 3.R, work in excess of eight hours a day or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815. Akal will comply with the Labor Code, Sections 1811 through 1815 regarding the payment of



overtime for employees who provide security officer services under the contract.

What if the employee has multiple wage rates?

Employee wages are calculated and paid by post. If an employee works at multiple posts during a pay period, regular and overtime hours worked will be calculated and paid according to the scheduled wages for each post.

19. FORMS LIST

When specified in the County's solicitation, the various PW and LW forms are included in the appropriate sections in the proposal. This table specifies, for the convenience of the County, their location within this proposal. Several forms are not applicable to Akal's proposal and are included with the designation "NOT APPLICABLE" printed as a header. Forms that are not required, or do not logically fit, in specific sections of the proposal are presented in this section, in numerical order, after the Forms List table. The location is listed as "Section 19."

Form	Form Description	Location
PW-1	Verification of Proposal	Section 19
PW-2	Schedule of Prices	Section 6
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form	Section 19
PW-4	Contractor's Industrial Safety Record	Section 19
PW-5	Conflict of Interest Certification	Section 19
PW-6	Proposer's Reference List	Section 7
PW-7	Proposer's Equal Employment Opportunity Certification	Section 19
PW-8	List of Subcontractors	Section 10
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (N/A)	Section 19
PW-10	GAIN/GROW Employment Commitment	Section 19
PW-12	Charitable Contributions Certification	Section 19
LW-2	Living Wage Ordinance – Application for Exemption (N/A)	Section 13
LW-3	Contractor Living Wage Declaration	Section 13
LW-4	Living Wage Acknowledgement and Statement of Compliance	Section 8 Section 9 Section 13
LW-5	Labor/Payroll/Debarment History	Section 8
LW-7	Proposer's Medical Plan Coverage	Section 12
LW-8	Proposer's Cost Methodology	Section 6

Beat Instruction Books

CCM and Quality Control Plan and Forms

3	Commendations
4	Insurance
5	Invoices and Reports
6	License
7	Paycheck
8	Resumes
9	Sign in Sheet
10	Symetra Insurance Plan
11	Training Course Outlines and Safety Posters
12	Audited Financial Statement



BEAT INSTRUCTION BOOK

**LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC
WORKS - HEADQUARTERS**

Sample Only

Actual Post Orders will show site address
information here specific to this post assignment



This information is considered proprietary and shall not be subject to public disclosure.

NAME OF ACCOUNT

NAME OF POST

PHYSICAL ADDRESS
(FOR EMERGENCY RESPONSE SERVICES)

POST SUPERVISOR

POST SUPERVISOR PHONE

CENTRAL DISPATCH PHONE

Emergency and Management Response Matrix on last page.



Akal Security is committed to quality security services.

That commitment starts with you!

Akal Security was founded in 1980 on the principles of integrity, honor and excellence.

With thousands of security officers across the United States, Akal Security is an industry leader in high quality government, industrial, and private security.

*Akal Security is committed to **Exceptional Service Partnership**, using a team approach.*

We recognize that you are the most important person in our team, in providing the highest quality of service to our clients.

Akal's pro-active and interactive system of management and client service is designed to deliver to our clients the finest security services available anywhere.

Akal's commitment includes compliance with all applicable laws, regulations, and company policies. As officers in Akal Security, we expect our employees to report all suspected violations.

Akal's commitment includes providing our officers with a professional environment free from harassment and unnecessary hazards.

Akal's commitment includes soliciting and acting upon the suggestions from our officers for improvements.

We encourage you to use normal channels when reporting violations, hazards, and recommendations for improved security services, or other suggestions. However, if reporting through the chain of command has not led to resolution, call the

**Employee Service and Client Service Resolution
HOT LINE**

1 (888)325-2527



Table of Contents

Mission Statement

Post Orders

Reports

Fire Alarms

Bomb Threats

Evacuation

Personal Safety

Access Control

Foot Patrol

Searches and Bag
Inspections

Emergency Numbers
and Key Personnel



Primary Mission Statement and General Orders

- *Arrive at your post on time, well rested and ready to work. The outgoing Security Officer cannot leave until you arrive on post.*
- *Sign-in for your shift on the sign-in sheet. You cannot be paid accurately without this important step.*
- *Review the Log Book, Pass-On's, and Incident Reports from previous shift.*
- *Ask the outgoing Security Officer to brief you about his shift and any situations you need to be aware of. Ensure all equipment is transferred to you and that equipment status is shown in your shift log.*

Akal Security is dedicated to maintaining a safe and secure environment for the **(Your Company Here)**, and to meeting all of the client's security needs. We are committed to safeguarding their assets and being diligent and dependable in discharging assigned duties. We pledge to be receptive to changing needs by maintaining ongoing interaction with Client Management, and shall continually upgrade and improve our services. At all times we will observantly survey the premises and provide a high profile security presence to deter unlawful or undesired acts. We will report all security activities in a timely manner.

Officers will:

- Assist visitors and serve as conscientious public relations representatives
- Protect personnel on the premises
- Serve as a deterrent to persons intent on committing criminal acts, including theft and vandalism
- Protect proprietary and classified information
- Look for and report potential hazards
- Restrict access from unauthorized personnel
- Watch for use of illegal drugs and consumption of alcohol
- Monitor materials leaving the facility, helping ensure that company property does not leave without proper authorization.



Pick up your schedule each Friday or Saturday. Schedules that are not picked up by Saturday will be re-assigned.

Contact the OIC if you have questions about meals and breaks for this post.

Duty Schedule

Refer to Weekly Schedule

Meals and Breaks

Officers should bring their meals with them, and not plan to leave the post for meals or breaks. Officers may only eat and smoke in designated areas, not while in public view.

TO: [REDACTED] FROM: [REDACTED] DATE: [REDACTED]



Post Orders

The [REDACTED] Post Order Officer:

[REDACTED]

Sign-in for your shift (and use time clock when available)

- *Receive a short briefing from the out-going security officer. Confirm equipment status is shown on shift log.*
- *Read all Pass-On's, Incident Reports, and notices*
- *Fill out a shift log every hour*
- *At the end of the shift, give a short briefing to the in-coming officer. Show equipment status in your shift log before signing out.*
- *Sign-out for your shift (and use time clock when available)*

Radio Call Sign is [REDACTED]. Radios are a critical part of security operations. Protect communications equipment from theft and damage.

- *Do not leave radios unattended.*
- *Do not carry radios in your pocket - they fall out easily.*
- *Do not set radios on uneven surfaces where they can fall.*
- *Do not set radios on the roof, hood, or bumper of your car where they can be forgotten.*

Report damage to communication equipment immediately. A radio can save your life.

Keep radio batteries at their optimum life span.

- *Do not keep radios on the charger while in operation.*
- *Do not charge batteries unless they have first been fully discharged. This prevents battery memory loss.*
- *Replace batteries when needed.*



The Officer writes equipment status on the Shift Log before signing out.

Post Equipment

It is the officer's responsibility to make sure that all equipment is accounted for at the beginning and end of the shift. The Officer writes equipment status on the Shift Log before signing out.

Post Equipment: [Click here & type Post Equip.]



Reports are important documents for both the client and Akal.

- *They record the daily activity of the officer.*
- *They record incidents, and can be used as court documents.*
- *They record changes in the post orders and alert other officers to changing duties and level of risk.*

Critical incidents, or use of force shall be faxed to the Akal Corporate Office within 24 hours.

Pass-Ons play an integral roll in our communications. Always complete a pass-on when the client communicates any information about the post.

Reports

Shift Log

Officers are required to complete Shifts Logs for each shift that they work. Entries are to be made each hour, documenting what they have done (patrolled, checked doors, etc.), and recording any unusual circumstances they have observed. (Suspicious vehicle tag numbers, unauthorized persons, etc.)

The yellow copy of the Shift Log is turned into the Client. The white copy is kept by Akal Security, and is submitted to the Akal Office.

Incident Reports

Incident Reports are completed in the event of:

- Property Damage
- Injury or Accident
- Use of Force
- Response of emergency services (police, fire dept.)

All Incident Reports shall be given to the OIC for review. The yellow copy is for the client, and the white copy is for the Akal Office. Incidents of a critical nature, or incidents involving the Use of Force of level 2 and above shall be faxed to the Corp. Office within 24 hours.

Pass-On's

Pass-on's shall be used to communicate the following:

- *Requests or communications from the client, OIC or Central Dispatch*
- Changes in Post Orders
- Discrepancies or increased security risk, i.e. suspicious persons or vehicles in the area
- Other information for Akal Officers

Pass-on's shall be kept in the post order book, to be read and signed by all officers prior to starting each shift.



Investigate a fire with extreme caution. Do not jeopardize yourself or others.

Use all your senses - smell, sight, feel ... and most importantly, COMMON SENSE.

Think safety first. Always protect yourself and other people before attempting to save property.

Never assume that the building is unoccupied even if you are sure no one is inside.

Responding to a Fire Alarm

1. Call your supervisor and investigate and verify a fire alarm before you call the Fire Department. Secure your post before leaving to investigate the alarm.

Proceed with caution. Do not place yourself or others in jeopardy. Do not use the elevators.

2. In your investigation, proceed cautiously and use all your senses:

- Smell and look for smoke
- Feel door for heat prior to opening. If the door is hot, **DO NOT OPEN**. Oxygen from the hallway will fuel the fire.

1. Do not investigate, and immediately call 911 if you have reason to think the alarm indicates a live fire:
 - If your panel registers a double alarm (smoke and sprinkler)
 - If multiple alarm zones activate
 - If you see or smell smoke

If the alarm turns out to be false:

- Call the fire department and alarm company and inform them of the false alarm, if appropriate.
- Inform your supervisor and the client contact.
- Fill out an incident report, and note the event in your Shift Log.

If the alarm is signaling a live fire:

Your primary objective is to get professional, emergency personnel on site as quickly as possible.

- Call 911 and report the fire.
- Evacuate personnel
- Help isolate the fire in anyway (i.e. close doors)
- Contact Akal backup
- Contact the Client
- Brief emergency units when they arrive



Think safety first:

- *Feel the temperature of a door before opening it.*
- *Protect yourself from heat, smoke, and gases produced by the fire.*
- *If you are trapped, cover your head with a wet towel; keep close to the ground.*

- **When calling 911:**

- Identify yourself
- Give the name and address of the facility and the location of the fire
- Give important details (i.e. *"We have people in the building. We store hazardous chemicals."*)
- Indicate if there are injuries
- Indicate where you will meet the emergency crew
- **Do not hang up until the dispatcher has all the information he needs.**



Bomb Threat Response

Keep the following ***Bomb-Threat Phone Call Checklist*** next to the incoming phone at all times. If a receptionist or other personnel answer the phones, be sure that they are trained on how to respond.

Follow these steps when you receive a bomb threat call:

1. Respond calmly to a bomb threat call
2. If possible, signal another person to listen to the call.
3. Keep the caller on the line as long as possible.
4. As you listen, write down every word spoken
5. Ask the caller for the location of the bomb, and the possible detonation time.
6. Pay particular attention to background noises that may give a clue to the location of the caller.
7. Listen closely to the voice:
 - Male or female
 - Accent
 - Calm or excited
1. Inform the caller that the building is occupied and the bomb detonation could result in death or serious injury to many innocent people. **This statement may help you get additional information from the caller.**

Stay Calm. Get as many details as possible from the caller

Listen for background sounds

Record the conversation if possible.



Evacuation is the decision of the client or the police.

Make sure your area is secure before you proceed with evacuation.

Follow the Evacuation Procedures

Do not discuss the bomb threat with people in the crowd or members of the news media.

Follow these steps after the call:

1. Report the call as soon as the caller hangs up.
2. Notify the client contact person. Request instructions whether to evacuate the building or not.
3. Notify the police. If the client contact person is not available, request instructions from the police if the building should be evacuated.
4. Notify your Akal supervisor.
5. **Do not use your radio or cellular telephone. These transmissions can cause premature detonation of a blasting cap.**
6. If the building is evacuated, make sure that people move far enough away from the building to avoid being hit by debris if an explosion occurs.
7. Do not allow re-entry into the building until the building is declared.
- 8.



BOMB-THREAT PHONE CALL CHECKLIST

The moment you recognize that an incoming call is a bomb threat, notify security if at all possible. Be calm and courteous. Listen carefully and do not interrupt the caller. Keep him or her on the line as long as possible. Pretend to have difficulty in hearing, if necessary. Ask these questions:

Where is the bomb? (floor/area) _____
 When will it go off? _____
 What does it look like? _____
 Did the caller place the bomb or know who placed the bomb? _____
 If so why? _____
 If not, how does he/she know about it? _____
 Name of person or organization calling? _____

Fill in the following immediately after the caller hangs up:

Your Name _____
 Time _____ Date _____
 Telephone no./extension no. call was received on _____
 Call lasted approx _____ minutes. Did you recognize the voice? _____
 Did description of bomb location or anything else that the caller said indicate familiarity with the premises? _____

Caller's voice and manner:

Caller's sex: (Circle) Male Female Caller's estimated age: _____

Speech:

☐ Fast ☐ Slow ☐ Distinct ☐ Stuttering ☐ Distorted or slurred
☐ Nasal ☐ Lisp ☐ Hoarse ☐ Intoxicated ☐ Accent _____

Voice/Language sound:

☐ Educated ☐ Uneducated ☐ Foul or profane ☐ Other _____

Manner:

☐ Calm ☐ Angry ☐ Rational ☐ Irrational ☐ Coherent ☐ Incoherent
☐ Deliberate ☐ Emotional ☐ Righteous ☐ Polite ☐ Shouting ☐ Professional
☐ Brusque ☐ Nervous ☐ Laughing ☐ Other: _____

Background Noise:

☐ Conversation ☐ Street traffic ☐ Airplanes ☐ Trains ☐ Party
☐ Music ☐ Animals ☐ Crowd ☐ Machines ☐ PA system
☐ Voices coaching caller ☐ Other: _____



This information is considered proprietary and shall not be subject to public disclosure.

It is up to the Police or the Client as to whether a building is to be evacuated. In the event that decision is made, following are evacuation procedures

Keep people calm, avoid panic, and constantly reassure people.

Do not engage in conversation with the people. Just offer reassurance and guidance.

Evacuation Procedure

(When the Police or the Client has ordered evacuation)

1. Notify everyone that the building is being evacuated.
 - Activate an alarm, or
 - Announce the evacuation over the public address system, or
 - Physically canvas the area to be evacuated
1. Continually encourage people to exit in an orderly fashion.
2. Reassure people that the emergency unit is adequately handling the situation. For example, say: ***"The (police) (fire department) are responding to the problem. Please continue to exit in an orderly manner."***
3. Use the public address system to reassure people.
4. Reassure people as they exit past you.
5. Help evacuate people with restricted mobility.
6. Use the phone or radio to notify the emergency unit if your area becomes threatened.
 - Fire breaks out
 - People panic
 - Visible smoke or toxic odors
 - Sensitive equipment is endangered or malfunctions
 - Spills or leaks occur
 - Client product becomes endangered
1. Keep all unauthorized people from entering your area
2. Ensure that all personnel have evacuated your area of responsibility before leaving yourself.



Personal Safety

Akal Security is concerned about the safety of our Security Officers and the Client's Personnel and Visitors.

Our Security Officers are the most important asset of Akal Security

Look for and report anything that threatens the safety of you or others.

The ability to perform your duties safely is largely dependent on you. A little planning can help you avoid accidental injuries and create a safe work environment for both you and the client's employees and guests.

An important part of your job includes detecting and reporting safety hazards. Always report any hazard. Never assume someone else will report it. Keep reporting the hazard until it is corrected and the area is safe for you and the client.

Follow these steps when starting your shift:

1. Inspect the area for safety hazards. Ask yourself the following questions:

- Have any lights burned out in my workplace or patrol area?
- Will I be walking in dark, unlit areas that will require use of my flashlight?
- Are there overhead obstacles that I need to be aware of?
- Are there any wet or slippery spots on the floor that might cause a problem?
- Are there any ditches, holes or areas of construction?
- Are there any obstacles in my path that I need to watch for?

*Think safety first.
Being observant can help prevent a bump to the head, a twisted ankle, or a more serious injury.*

For your safety, use your flashlight when you enter a dark area.



Slips and falls account for over one-third of all Security Officer injuries. Stay alert and stay safe.

Staying alert and using your senses to detect hazards can save you and others from serious injury.

If the hazard presents a serious threat to people or property, immediately contact your Akal supervisor, or contact the client directly.

2. Report any safety hazards in your shift log or complete an Incident Report. Fill out a Pass-On to inform other officers of the hazard.
3. Always have a flashlight and extra batteries available while on duty. Always take your flashlight on patrol.
4. Use handrails when going up and down stairs. Do not run on stairs or steps.
5. Watch where you are walking. Avoid slippery floors and surfaces. If you must cross an icy or wet surface, walk slowly and flat footed. Hold onto a handrail or some other solid object.
6. Look around you and behind you. Be aware of your surroundings.
7. Use common sense to prevent injury. Do not fool around while on duty.
8. Use equipment properly and safely.
9. Use all your senses for safety:
 - Look for hazards
 - Listen for unusual noises
 - Smell for smoke or chemical odors
 - Feel for unusual heat or cold
10. Do not carry large objects that will put you in risk of back injury.
11. Never run after or pursue a suspect.
12. If you discover a hazardous situation and it requires immediate attention, contact your Akal Security supervisor, or contact the client directly.
13. Complete an incident report for all serious hazardous situations.



Access Control

In controlling access to client property, you will have direct contact with the public. As an Akal Security Officer, you have a variety of duties, but none as important as dealing with the public positively and effectively. Often, you may be the only contact a person has with the company for whom you are working. Your public relations skills shape the public's view of both the client and Akal Security.

Follow these public relations policies and procedures when you wear the Akal uniform:

1. Take pride in your appearance.
 - Ensure that your uniform is clean and wrinkle free and your shoes are polished.
 - Ensure that your personal hygiene is clean and well kept.
2. Maintain a professional posture at all times.
 - Use good standing posture.
 - Always stand when a person approaches your post.
 - Keep your hands out of your pockets.
 - Walk without dragging your feet along the floor
 - Sit in an upright position. Do not slouch down or tip back the chair.
 - Eat and smoke only in designated areas during your breaks, not while in public view.
3. Always appear attentive and willing to help
 - Look at people in the eye, not at the ground or walls
 - Take the initiative to ask a person if he needs help if he seems lost or confused.
 - Keep your face muscles relaxed and refrain from scowling
 - Maintain a good balance between appearing friendly and acting professional.

A big part of access control is based in public relations. People will judge the client by your behavior. Act courteously and professionally, yet firmly at all times.

Professional image and demeanor are the most powerful tools of a Security Officer.

Don't assume that just because you don't see anyone, they can't see you. Always maintain your personal standards of appearance and action



Unauthorized Access

1. Verbally challenge persons with unauthorized access to client property.
2. Question persons who seem lost, confused, or display nervous behavior. Ask one of the following:
 "May I help you"
 "Are you lost"
3. If you not receive a satisfactory answer from the person, respond in a firm, but polite manner that he is on private property and must comply with the company's policies and procedures. Ask the person to leave if he does not have official business.
4. Immediately notify your supervisor and the client if the person displays uncooperative or unruly behavior, or if you suspect theft.
5. If the situation requires immediate action, promptly call the client, Akal supervisor, or the appropriate authorities.
6. If the individual poses a threat to your safety, or the safety of others, immediately call the police.
7. Always follow the Akal Use of Force Policy.
8. **Do not use force to restrain people unless you need to protect yourself or others from bodily harm.**

For your own safety, do not pursue a fleeing suspect.

Follow the Akal Use of Force policies. Do not apply the Use of Force unless it is in self-defense or for the safety of others.



Foot Patrol

Your duties include patrolling the client's premises. While on patrol, you serve as the client's eyes and ears. You need to be alert and attentive. Walk with your head up, observing your surroundings.

Patrol Responsibilities

1. Check and monitor client property
 - Secured conditions
 - Product and equipment
 - Damage or vandalism
1. Look for obvious problems
 - Unauthorized personnel
 - Leaks and spills
 - Fire and safety hazards
 - Breaches in security
1. Serve as a deterrent
 - Vandalism
 - Theft
 - Misconduct
1. Write factual reports
 - Shift Log
 - Incident Report if necessary

Patrol Standards

1. Make sure your appearance is neat and professional and that you are wearing the proper uniform. Do not wear personal coats, jackets, or other outer clothing.
2. Stand erect and walk with a measured step. Do not move so slowly that it appears you are on a recreational stroll, or so quickly that you seem unable to detect potential hazards.

Use your common sense to identify potential problems. You are the eyes and ears of the client, see the facility from their point of view.

Professional image and demeanor serve as a deterrence to crime. That is your first line of defense.



Maintain a professional reserve with guests and clients. A relationship that is too friendly is unprofessional and is a potential security breach.

4. Maintain a professional relationship with all people who enter the facility.

- Avoid socializing with people
- Avoid calling people by their first names
- Avoid engaging in personal conversations

5. When talking to people:

- Look directly at the person
- Always respond politely and courteously
- Address the person as "Sir", or "Ma'am".

6. Try to help people as long as it is within the scope of your post orders.

7. Do not react negatively to people's demands.

- Respond politely. Never engage in verbal battle with the person.
- If you cannot help the person, contact someone who can.



Observe employees pro-actively while maintaining a professional demeanor.

Be alert for the unauthorized removal of client property by employees.

Employee Access

1. Observe employees entering and exiting the premises.
2. Familiarize yourself with common and acceptable access events (i.e. employees who usually enter or exit together, familiar faces, what employees usually carry into the facility).
3. Watch for unusual events:
 - Loitering
 - Drinking alcoholic beverages or use of illegal drug
 - Disorderly conduct
4. Watch for removal of client property. If an employee is removing client property, follow company policy. If there is no policy, request the employee's name and explanation for circumstances. Note this in the shift log, or notify a supervisor depending on the situation.
5. If an employee makes repeated trips to his/her vehicle, observe carefully for the unauthorized removal of client property.
6. After dark, make yourself available to escort employees to their vehicles upon request.



Smoking is only permitted during breaks and is restricted to authorized smoking areas.

Predictability encourages unacceptable behavior. Unlawful or undesirable acts are easier to commit when people can predict when and where you will be.

Report to your supervisor and/or the client any significant events or observations that occur during your patrol

Do not eat or smoke on patrol.

3. Carry a notebook, and record any unusual circumstances which can be transposed to the shift log.
 4. Be aware and observant. Use your professional presence to promote security and to discourage unacceptable activity.
 5. Avoid establishing predictable patrol patterns. Vary what you do on patrol so you can observe the entire area.
 6. If you encounter anything that may endanger people or property, respond to and report those situations immediately.
 7. Use all your senses to alert you to anything unusual or different. Remember to look in all directions (up, around, on the ground, to the side) while patrolling. Some important items to look for include:
 - Unlocked doors, gates, or enclosures
 - People in unexpected or restricted areas
 - Intruders or suspicious persons
 - Employees disregarding company rules
 - Leaks or spills
 - Cracked pipes
 - Suspicious packages
 - Unusual noises
 - Unusual odors
 - Temperature changes
 - Burned out lights
 - Broken fences
 - Malfunctioning equipment.
1. Report security breaches to your supervisor or to the client when appropriate. Log all observations in your Shift Log.
 2. Observe all safety precautions when on patrol.



Be polite but firm and professional in your communications.

Your professional presence will discourage disorderly behavior, but do not place yourself in a situation of physical danger

Always approach suspicious persons cautiously. Never place yourself in jeopardy. If you sense danger, retreat to a safe location immediately and call for assistance.

Encountering an Unidentified Person

1. If you encounter a person who appears lost, approach the person and identify yourself. Ask him/her if they require help, and direct them accordingly.
2. If you encounter a person in a restricted or secured area, ask the person for identification and find out why he is in the area. For example, say:
"Excuse me, I am Officer Baker and I patrol this area. My orders state that I should make sure no one is in the building after hours. May I please see your identification and ask why you are here".
3. Note the person's name on your notepad. If his reason for being on the premises is within the scope of your orders, and if his identification verifies his reason, (maintenance, cleaning, client employee, etc.), note the occurrence in your Shift Log, or call the client contact if appropriate.
4. If the person refuses to identify himself or explain why he is on premises, or if his reason is not within the scope of your orders, ask the person to leave and confirm that he leaves. Immediately notify the client contact, Akal supervisor, and police if necessary. Record full details of the encounter in an Incident Report including license plate numbers if possible.
5. If the person refuses to leave, and if the situation poses an immediate threat to people or property, retreat to a safe location and immediately call the police, the client contact, and Akal supervisor.
6. Do not use physical force unless you need to protect yourself or others from bodily harm.
7. Follow the Akal Use of Force Policy



Searches and Bag Inspections

When bag and pocket searches are required, this must be clearly posted in writing in view of all persons upon entering the facility.

The procedure shall be executed impartially, without exception or favoritism. Any person exempt from this procedure shall be listed on an exemption sheet approved by the client.

Sample Posting:

All individuals shall be subject to search upon exit/entrance to this facility.

Always be polite and sensitive to the fact that many people find a bag search invasive and offensive.

Should the individual display an emotional reaction to your request to search, respond without emotion and seek to de-escalate the situation.

Standard Procedure for searching a bag

1. Request permission to search the bag. If permission to search is denied, then access to the facility shall be denied to the individual.
2. Take possession of the bag. Open the bag, and ask the owner to reach in and withdraw his/her wallet or any container of money.
3. In clear view of the owner, search the bag.
4. Withdraw any unauthorized items.
5. If illegal or unauthorized items or company merchandise is found, hold the evidence and call a supervisor. File an incident report.
6. If items are to be held, log them on a report form.
7. If the items are to be returned, store the items in a secure location and return them when the individual exits. Have the individual sign the form indicating the all items have been returned.



Standard Procedure for searching pockets

1. *Always log confiscated items to avoid being accused of stealing. Have individuals sign for them upon their return.*
 2. *When you are searching for weapons, always remember that each individual has the potential to be armed with deadly force.*
 3. *If you find a weapon, stay calm and tell the individual that you are going to withdraw the weapon from him/her. Do not struggle for possession of the weapon, withdraw to a safe distance and demand the individual to leave. Immediately call the police.*
 4. *Proceed with extreme caution, and always protect the well being of yourself and others.*
1. Request the individual to empty his pockets into a designated tray. If permission to search is denied, then access to the facility shall be denied to the individual.
 2. Examine the contents.
 3. Avoid handling money or other valuable items.
 4. Withdraw any unauthorized items.
 5. If illegal or unauthorized items or company merchandise is found, hold the evidence and call a supervisor. File an incident report.
 6. If items are to be held, log them on a report form.
 7. If the items are to be returned, store the items in a secure location and return them when the individual exits. Have the individual sign the form indicating the all items have been returned.



Always be polite and sensitive to the fact that many people find this procedure invasive and offensive.

Should the individual display an emotional reaction to your request to search, respond without emotion and seek to de-escalate the situation.

Proceed with extreme caution, and always protect the well being of yourself and others.

Standard Procedure for Metal Detector Wand

1. Inform the individual that screening for weapons is required for entry into the facility.
2. Ask the individual to stand with arms extended and feet apart.
3. Test the wand on your watch or other metal object to verify functionality.
4. Pass the wand over the individual's body: front, back, and both sides. Pay close attention to ankles, waist, torso, collar, and hat.
5. Do not touch the person with your hands or the wand. Maintain an attitude of professionalism and courtesy.
6. If there is no indication of metal, thank the person and give them access to the building.
7. If the wand indicates metal, ask the individual to clear the clothing, exposing the metal.
8. If a weapon is exposed, remove the weapon from the individual if possible. If not, do not struggle for possession of the weapon. Withdraw to a position of safety, call immediately for a supervisor, and for police backup if necessary.
9. Verbally command the individual to leave the premises. Use a calm but authoritative voice to de-escalate the situation.
10. Take all steps necessary to ensure the safety of yourself and others.



Sample Only

(Actual Emergency Numbers for this post location will be typed here)

EMERGENCY & MANAGEMENT RESPONSE MATRIX

In the event of an emergency, contact the appropriate emergency numbers:

Fire Department	764-1544
State Police	841-9246
Ambulance	764-1544

Akal Central Dispatch:	884-2285
------------------------	----------

Akal Security Management and Supervisors:

Contact the following persons in the event of an emergency:

Key Client Personnel:

Do not give out anyone's home telephone number, or any other unauthorized information.



2

SAMPLE - CONTRACT COMPLIANCE MATRIX (CCM)

[illegible]



Quality Control Plan



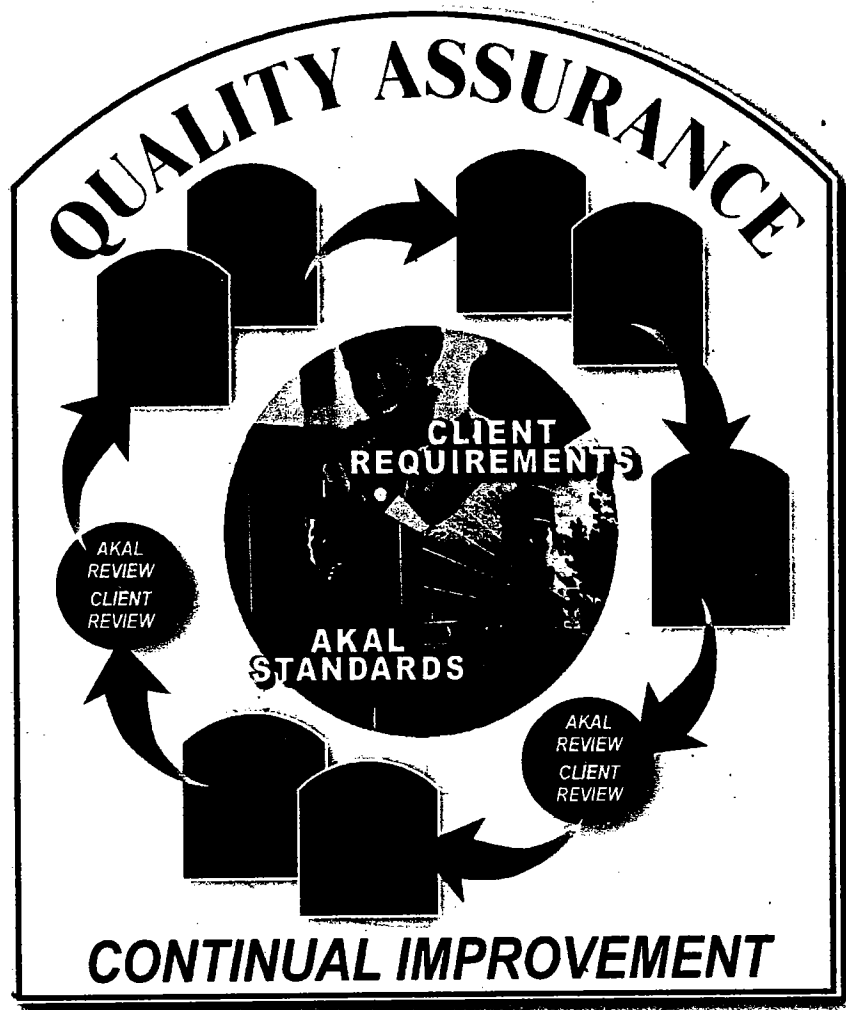
SECURITY

AKAI



Table of Contents

Section 1.0	Introduction to Quality Control
Section 2.0	Quality Control Program
Section 3.0	Performance Criteria
Section 4.0	Control of Client Property
Section 5.0	Planning Integration
5.1	Training Plan
5.2	Safety Plan
5.3	Management Plan
	<i>Organization Chart and Chain of Command</i>
5.4	Individual Reliability Program
	<i>Responsibilities and Accountability</i>
Section 6.0	Field Inspections
Section 7.0	Corrective Actions
	<i>Disciplinary Action Matrix</i>
Section 8.0	Documentation and Reporting
Section 9.0	Attachments (Reporting Documents)



Quality Control Plan

Section 1.0 Introduction to Quality Control

The Akal Quality Control Plan is an integrated, strategic-management approach for achieving performance excellence. Performance excellence results when all organizational strategic goals, objectives, and processes are linked and aligned to optimize the delivery and quality of security services required by NAME OF COMPANY. Akal's approach presents four principles that provide the foundation for delivering value to NAME OF COMPANY and serves as a catalyst for continuous improvement of security officer services.

These four principles are:

1. Leadership vision and commitment
2. Mission and customer focus
3. Employee empowerment
4. Continuous improvement

Leadership Vision and Commitment

Leadership Vision: Akal's corporate vision is to provide a customer-centric organization focused on serving NAME OF COMPANY security needs. Akal's proactive Quality Control Program is based on supporting the NAME OF COMPANY mission and prevent problems and ensure rapid and effective response to NAME OF COMPANY direction and input.

Commitment: Akal is committed to supporting NAME OF COMPANY's mission and their staff throughout the organization by ensuring security services are provided in a consistent, measurable and accountable fashion. Akal managers reinforce the importance of this principle in daily decision-making.

Mission and Customer Focus

Mission: Akal's mission is to deliver *exceptional* security services to NAME OF COMPANY at its facilities with *unlimited commitment* to NAME OF COMPANY goals in an *Exceptional Service Partnership*.

Customer Focus: All processes, staff, and officers' activities are focused on meeting the current and future requirements of NAME OF COMPANY by providing quality security services, client responsiveness, effective problem solving, and continual improvement.

Employee Empowerment

Employee Empowerment: Akal is focused on supporting its employees to ensure they can get the job done, while keeping employees accountable to ensure NAME OF COMPANY achieves its objectives.

Continuous Improvement

Continuous Improvement: The Akal Quality Control Plan schedules ongoing, measured evaluation of all aspects of its contract performance, follows up on the resolution of any performance problems to ensure NAME OF COMPANY satisfaction, and provides a critical self-assessment of its performance quality. Akal measures its performance according to NAME OF COMPANY satisfaction, and captures lessons learned to ensure continuous improvement. Akal management refines its vision on an ongoing basis and challenges its employees to improve processes to support achievement of that vision.

Section 2.0 Quality Control Plan

The heart of quality control lies in systematic collection of measurable performance data for gap analysis and prompt corrective action. These actions form the basis for continuous quality improvement, a fundamental aspect of program management at Akal.

Akal's Quality Control Plan is based on regular inspections with monitoring and oversight by Akal management. Continuous self-assessment is a hallmark of this plan and features daily, weekly, and biweekly inspections and audits by different levels of inspectors and auditors.

The Quality Control Plan is verified by inspections and audits of our work performance to ensure Akal's service meets every contract requirement. At every organizational level, from security officers, supervisors, and managers, to Akal corporate management, everyone is responsible for providing the highest quality service to NAME OF COMPANY. Inspections of all aspects of contract performance are analyzed, with corrections and improvements planned and implemented. All results will be available for review by the Contracting Officer and NAME OF COMPANY installation representatives.

This Quality Control Plan includes reporting instruments that will be used by Akal personnel to gather program metrics, document quality program activities, and ensure NAME OF COMPANY receives quality performance, customer service, and superior value. Selected Akal quality checklists, logs, and surveys are presented in Section 9.

Quality Implementation Principles

Akal's Quality Control Plan implements the following principles:

1. All work to be performed is planned and controlled.
2. Policies and goals are defined to ensure understanding by all personnel.
3. Expected results are specified and communicated.
4. Responsibilities are specified.
5. Resources are identified and allocated to achieve or exceed established performance goals.
6. All personnel are accountable for their performance.
7. Performance is measured against expected results through inspections and audits.
8. All work is inspected and verified to ensure that it meets or exceeds expected results.
9. Errors and deficiencies are promptly identified and corrected.
10. Management processes are regularly reviewed to incorporate lessons learned and improve efficiency.
11. Quality reports and information are distributed on-time to the directed personnel.
12. Production, use, and storage of all documentation are controlled.
13. Procedures are implemented to reward superior performance.

Section 3.0 Performance Criteria

The Performance Criteria outlined below will be utilized to evaluate performance under the Akal Quality Control Plan. These Performance Criteria are designed to cover the scope of the Contract and meet or exceed expectations by NAME OF COMPANY. The criteria are represented as quality performance actions to be collected and measured on an ongoing basis.

I. Achieving and maintaining full operation capability

- A. Achieve timely, full operational levels
- B. Maintain full operational requirements
- C. Assess officers' alertness, courtesy, physical fitness, and performance detail

II. Proper control of access to controlled facilities

- A. Access only to personnel who produce valid authorization
- B. Denying access when appropriate in both actual and government run blind tests

III. Contribute to a positive NAME OF COMPANY image at assigned facilities and the surrounding community, and effectively resolve security officer improprieties

- A. Professional image and demeanor of security personnel
- B. Positive interactions with the public and NAME OF COMPANY personnel
- C. Neat and appropriate appearance of stations, vehicles, and other areas utilized by security personnel
- D. Appropriate off-duty conduct
- E. Rapid response and effective management of incidents of officer misconduct or impropriety

IV. Cooperation with NAME OF COMPANY and sound management of NAME OF COMPANY property

- A. Work with NAME OF COMPANY to assist with effective management of NAME OF COMPANY property and resources
- B. Effectively resolve security-related questions or problems concerning NAME OF COMPANY property-control issues

Section 4.0 Control of NAME OF COMPANY-Furnished Property

As part of the phase-in process and throughout the term of the contract, Akal will keep a detailed inventory and accounting of all client-furnished property. Akal will maintain accountability in accordance with the contract and appropriate directives.

- A. Maintain current inventory sheets and maintenance-control logs for NAME OF COMPANY-owned property that is utilized by security personnel
- B. Closely monitor the use of any government-provided telecommunications or Internet access to ensure that they are being used only for specific Contract-related business.
- C. Implement appropriate disciplinary action for misuse of any client-provided property or services, up to and including termination of employment.
- D. Cover repair or replacement costs of any client-furnished property due to loss or mishandling by an Akal employee.

Section 5.0 Planning Integration

Akal's Quality Control program is referenced and integrated into the following operations plans:

- 5.1 Akal's Training Plan
- 5.2 Akal's Safety Plan
- 5.3 Akal's Management Plan

5.1 Akal's Training Plan

Training is a core value of Akal Security. The success and reputation of Akal is the direct result of our focus on training. We believe that the foundation of a successful security program begins with the well-trained officer. Akal's Training Plan covers all training requirements for security officers and supervisors, and provides a continuous flow of well-trained back-up and replacement security officers.

Akal will begin the training process after the security officer or supervisor candidate has met all the requirements of the Contract.

Akal's *Post Orders* will contain detailed guidance on standard operating procedures and NAME OF COMPANY security duties and responsibilities. All training will be in accordance with the requirements of the contract.

Security Officer Training

Initial Training

Prior to assignment at NAME OF COMPANY, security officers will successfully complete Akal's Basic Security Training and Orientation, and, in addition, employees will be trained in NAME OF COMPANY customized training courses, according to the requirements of the contract.

Firearms Training

Security officers will complete firearms training when required by the contract. Firearms training includes; safety functions, capabilities, limitations, and maintenance of the firearm. Additional topics will include safe handling procedures and proper shooting techniques prior to range qualification. Range qualification requires each security officer to successfully meet the established minimum score on the approved course of fire.

On-the-Job Training

On-the-job training will be conducted continuously by supervisors at all levels on subjects required for duty performance.

Records of training will be filed, along with supervisor reports detailing on-the-job training conducted. Emergency action drills conducted by a supervisor will be recorded as training, and appropriate critique notes will be filed.

Annual In-Service Training

Security officers and supervisors will successfully complete annual in-service training according to contract requirements. An annual training-needs analysis, including NAME OF COMPANY special-emphasis requests, will identify subjects for the annual in-service training.

Supervisory Training

Basic Supervisor Courses

Supervisors will be required to successfully complete the Supervisor Training course as part of their Initial Training prior to assuming duties.

Supervisors will be tested to measure their grasp of these principles. Upon successful completion of the Supervisor Training course, supervisors will be assigned to their respective sites and be given orientation and close scrutiny by their direct supervisor during their probationary period.

Annual In-Service Training for Supervisors

As required, each supervisor will also receive annual in-service training. As with the security officers, the supervisors require annual in-service training on subjects related to their protective service functions. Supervisory skills and knowledge levels will be reinforced annually in addition to special interest-emphasis subjects.

An annual review of orders (General, Post, and Special) will be part of the supervisors' on-the-job training program, along with installation-specific orientation/training requirements.

5.2 Akal's Safety Plan

Akal will establish and maintain an accident-prevention program. The Safety program will conform to requirements of applicable contract requirements and to the Occupational Safety and Health Act of 1970 (OSHA).

Akal ensures that all employees are provided with a safe and secure work environment. Each employee receives periodic instructions in the safe operation of all equipment and attendant hazards at the work site. During each phase of training, we emphasize safety procedures, ranging from assisting injured personnel to the safe and proper handling of weapons and vehicles as appropriate.

During security officer shift changes the supervisor will personally supervise the documentation of the issue and recovery of all equipment, weapons, and ammunition, as applicable, in accordance with published safety procedures and the Akal Safety Plan.

While performing duties, security officers act as the first line of observation and reporting for NAME OF COMPANY on its facilities. Employees or visitors will report an identified safety or building deficiency to a uniformed security officer with the expectation that corrective action will be taken. Therefore, all security personnel will be required to respond to such reports or personal observations, as follows:

Safety Reports

Any situation that presents a danger or potential danger for injury or damage to client property will require either the posting of a security officer, signs, or other devices to warn personnel. Immediately after securing the hazardous situation, the security officer will submit a Safety Report to facility management for their information and appropriate action.

Discrepancy Reports

There may be conditions or discrepancies, which require corrective action or repairs but do not require immediate attention to prevent possible injury or progressive damage to property. The security officer will document these conditions on a Discrepancy Report and submit it to NAME OF COMPANY management for corrective action or information purposes.

Injury Reports

Any person injured on NAME OF COMPANY property or in its proximity will be given immediate first aid and appropriate medical assistance will be secured. In all cases, the security officer at the scene will prepare a complete report, providing all the details of the incident, witnesses present, and injury and treatment provided. Special attention will be given to any situation in which a building deficiency was associated with the injury, such as a slippery floor or tripping hazard.

5.3 Akal's Management Plan

Akal's Management Plan ensures effective management and supervision of our contract services. Our management team for the NAME OF COMPANY contract includes a Branch Manager, Project Manager, experienced supervisors, and administrative staff to support the training, administration, and logistics, of the security officer services, as required. This team will oversee all aspects of the contract for their respective sites, with effective and timely decision-making. An assistant supervisor, who is a senior shift supervisor, will be designated to back up each supervisor. Shift supervisors will oversee and ensure the quality and completeness of all work performed.

Akal's managers and supervisors are focused on delivering superior performance to support the security needs of NAME OF COMPANY. Akal is known for our rapid supervisory response to our clients. They are the force behind Akal's *Exceptional Service Partnership*.

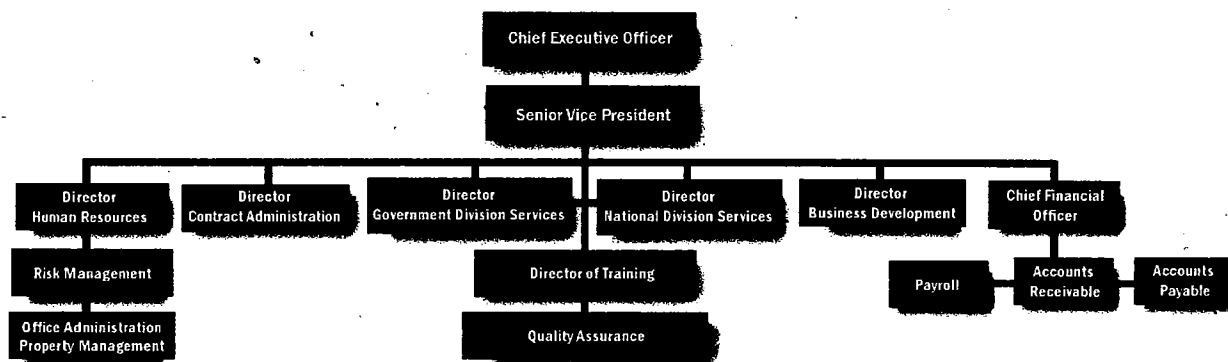
An effective organization and a clear chain of command are two vital elements of a successful, professional security program for NAME OF COMPANY. For effective operational direction and logistic/administrative support, Akal clearly defines the roles of each position, the direction and nature of communications, and the levels of authority for each.

Organization Charts and Chain of Command

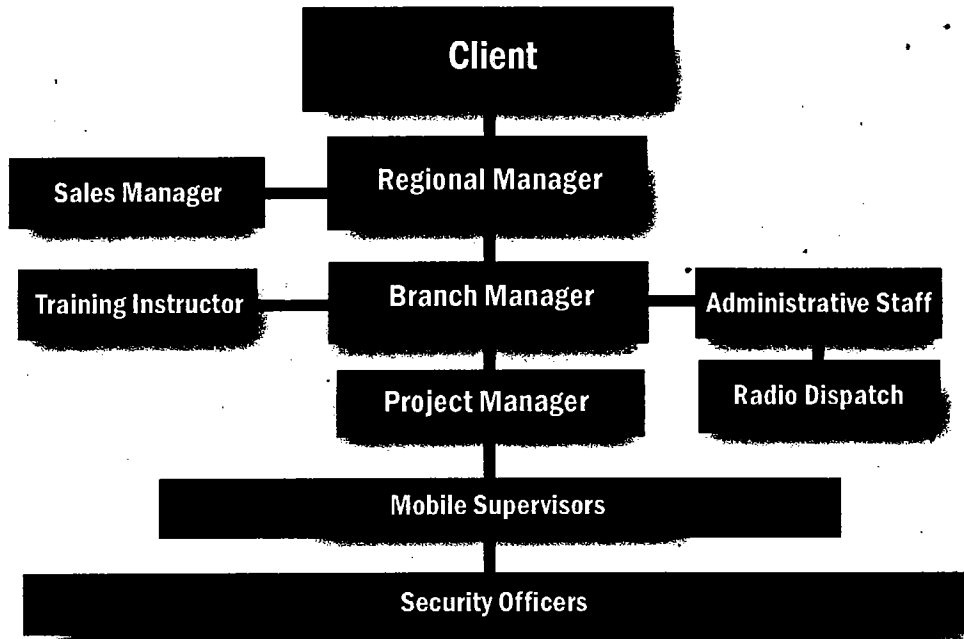
Akal's organizational charts are based on a clear chain of command and the granting of authority commensurate with responsibility. Lines of authority are clear and include adequate depth of supervision to ensure exceptional contract performance.

Following is Akal's Corporate Organization Chart. Akal Branch Organization Chart is in the following page.

Akal Corporate Organization Chart



Akal Branch Organization Chart



5.4 Individual Reliability Program

Responsibilities and Accountability

Akal Corporate and Local Management Team

Akal's corporate management and technical staff provide a high level of oversight and problem-solving support for the contract operations managers. The Project Manager and supervisors have the leadership and resources they need to prioritize their activities and resolve issues rapidly to the satisfaction of NAME OF COMPANY officials. Corporate management is an asset to the security of every installation and will always be available to NAME OF COMPANY officials to discuss and assess Akal's performance.

Division Director

Division Directors are the corporate officials responsible for overseeing Akal's operational divisions. The Division Director has broad authority commensurate with his scope of responsibility; assuring NAME OF COMPANY officials that Akal has the necessary resources and strategy to provide rapid response to any concern, change, or adjustment required. The Division Director will review Akal's Quality Control Plan documentation and oversee an annual plan for continual improvement.

Regional Manager

Akal's Regional Manager is the Akal official that directly oversees contract compliance and services to NAME OF COMPANY. The Regional Manager reports directly to the Division Director. The Regional Manager is an experienced manager of contract security services, quality, and compliance. The Regional Manager has the authority and corporate support to oversee all aspects of the contract and will be available to meet with NAME OF COMPANY officials. In addition, the Regional Manager is the dedicated liaison between the corporate office of Akal Security and NAME OF COMPANY.

Branch Manager

A Branch Manager is the local manager directly responsible for ensuring Akal fulfills every Contract requirement for NAME OF COMPANY. The Branch Manager will be responsible for the performance of the Project Manager, who directly manages the supervisory staff and security officer force at each facility. The Branch Manager is the senior quality and business manager for the Contract. The Branch Manager is available to meet with NAME OF COMPANY representatives on a fixed schedule or as needed, to discuss and assess contract performance issues and will be on call 24/7. The Branch Manager reports to the Regional Manager.

Project Manager

The Project Manager is the senior management position representing Akal on a full-time basis to NAME OF COMPANY. Any time that the Project Manager is unavailable, a supervisor will be designated to represent Akal. The Project Manager reports to the Branch Manager. Akal's Project Manager is the central point of contact through which Akal and NAME OF COMPANY administrative communications will be exchanged, and through whom technical direction to the security force flows, except in emergency situations. The Project Manager details specific operational tasks and missions and provides written orders, plans, and the procedures to undertake them, and then monitors our compliance with performance standards and evaluates actual performance.

Mobile Supervisors

Mobile, or roving, supervisors are responsible for all field operations during their shifts and report to the Project Manager. Mobile supervisors are on duty around the clock, and they have the necessary authority to manage events that need immediate attention. Mobile supervisors will be the ranking command officials on duty at times outside normal business hours. They have the rank and authority of Lieutenant and will fulfill the functions of a Watch Commander.

Post Supervisors

Akal will provide post supervisors at specific sites, as required. Post supervisors report to the mobile supervisors and will carry the rank of Sergeant. Post supervisors will provide direct oversight of security schedules, reporting, training, and post supervision of security activity and security officers assigned.

Section 6.0 Field Inspections

Three-Tiered Inspections

Inspections and audits enable Akal and NAME OF COMPANY to quantify and verify quality is maintained at all levels of operation. Measurement of program performance is dependent on responsible collection and examination of activities specified in the contract and the Quality Control Plan.

- **Tier 1.** Weekly and unannounced inspections conducted by the supervisor and Project Manager
- **Tier 2.** Monthly, semiannual, and unannounced inspections and audits conducted by the Project Manager and the Branch Manager
- **Tier 3.** Semiannual performance audits conducted by the Regional Manager

Akal's three-tiered QC Plan structures inspections for regularity and thoroughness, adding value for NAME OF COMPANY. Akal managers and supervisors are responsible and accountable for the following inspections and program measurements:

Mobile Supervisors

Mobile supervisors will conduct all daily inspections and will conduct more-thorough inspections weekly. Daily inspections will include continuous evaluation of the security officer force to ensure that all security officers meet the reliability standards of the contract.

Project Manager

The Project Manager will inspect training records and files of reports and will observe and review training classes and training instructor performance. In addition, the Project Manager will conduct biweekly, monthly, and semiannual inspections of security officer and supervisor performance.

Branch Manager

The Branch Manager will implement an overall evaluation of all aspects of contract performance. In addition, the Branch Manager will periodically conduct inspections, with a focus on assessing quality through surveys and interviews with NAME OF COMPANY representatives, Akal supervisors, and security officers.

Regional Manager

The Regional Manager will implement semiannual inspections and overall evaluation of contract performance. This inspection will consist of client satisfaction surveys, officer and supervisor surveys, and quality inspection reports, both announced and unannounced. These semiannual reports are submitted to the Division Director and NAME OF COMPANY.

Section 7.0

Corrective Actions

Quality measurement enables benchmarking, trend analysis, and gap analysis in any circumstances that fail to yield expected results. Gap analysis and exception analyses form the basis for process improvement and corrective action.

Any actual or potential threat to a facility's security or safety of its personnel will be reported immediately. Akal will submit a full report of all such incidents. Facilities or equipment that are in need of repair will be reported to the designated supervisor. All violations of security procedures discovered by security officers or supervisors will be immediately reported to the Project Manager. In addition to Incident Reports, Akal understands that NAME OF COMPANY will identify other required reports and records to be submitted to NAME OF COMPANY. These reports and records will be maintained by the Akal management team and incorporated into the QC Plan and Post Orders.

Procedures to Detect, Follow up, and Correct Deficiencies

Akal closely monitors Inspection Checklists, and their results indicate any deficient areas. Every deficiency will be reported the same day to the Branch Manager by the Project Manager. Each QC Survey contains a comment area for reviewers to provide comments and suggestions to improve Akal's service to NAME OF COMPANY. The Project Manager and Branch Manager will closely review these comments. Every weakness, deficiency, and comment will be evaluated, and a plan will be developed, implemented, and tracked to correct problems; make improvements, and add value to the contract. The Branch Manager is responsible for this process. The Branch Manager will work with the Project Manager to develop action plans for correcting deficiencies, implement recommendations for improvement, and track the recommendations through completion. The Project Manager will be responsible for implementing action plans.

Security Force Corrective Actions

Corrective actions that may be required will include but are not limited to the following:

- Special training
- Retraining in specific cases
- Revisions to the Post Orders
- Counseling and/or disciplinary actions
- Removal or transfer of security officers
- Focusing of supervision and inspections on problem areas
- Training and guidance for supervisors

Before implementation, these plans will be reviewed with NAME OF COMPANY and modified as necessary. Any proposed actions that would change Akal's Training or Operations Plan will require review and approval by NAME OF COMPANY before they are executed. Additionally, Akal will ask NAME OF COMPANY to recommend improvements after reviewing the proposed changes. The Branch Manager and Project Manager will develop action plans from these recommendations.

Akal's Disciplinary Process

Security officer performance will be supported by a clear, consistent procedure for issuing discipline when necessary. Akal disciplines security officers for misconduct promptly and fairly:

- Akal's disciplinary process is clear and progressive, with consistent actions and the flexibility to consider unique circumstances.
- The employee's statement and perspective are always heard, formally noted, and considered before action is taken.
- In more serious cases of misconduct, Akal performs a full investigation before taking action.
- In every action, including dismissal, an appeal process is available to Akal's Director of Human Resources.

Disciplinary actions, including termination, are serious matters in today's legal environment and must be considered carefully to avoid creating unnecessary problems for Akal or our clients. Akal's disciplinary process is strict, consistent, progressive, and fair; and yields excellent results for Akal and for our clients.

Akal's Disciplinary Actions

Akal takes progressive disciplinary steps whenever possible, with four types of actions:

1. Verbal reprimand and warning
2. Written reprimand and warning signed by the employee
3. Suspension without pay for a period of one to ten work days
4. Termination

Disciplinary action is carefully documented, explained to the employee, and filed. Akal keeps NAME OF COMPANY informed of any serious disciplinary actions. Akal's sample Disciplinary Action Matrix is on the following page, and will be modified for specific contract requirements.

Time Frames in Which Deficiencies Are Corrected

When a corrective action or an improvement opportunity has been identified and approved for implementation, a close tracking and reporting system is initiated. This system establishes a timeline with milestones and a date for completion. Milestones may include additional inspections to show progress, and the completion date will include an inspection to verify complete implementation or correction of the problem. When an item has been completed, NAME OF COMPANY will be notified. **Time frames to complete the planned action** toward the correction of deficiencies include the following:

- Deficiencies in specific security officer compliance/performance: **24 hours**
- Deficiencies in licensing or certification: **24 hours**
- Customer complaints: **24 hours**
- Deficiencies in security officer performance: **Up to 72 hours** (deficiencies will be corrected immediately; additional time allows for retraining, if required.)
- Deficiencies in the training program: **7 days**
- Deficiencies in the overall management program: **Up to 30 days** to implement reorganization and write new procedures

AKAL SECURITY DISCIPLINARY ACTION MATRIX

Ref. No.	Offense or Job Deficiency	First Offense See Note #1	Second Offense See Note #1	Third Offense See Note #1
1	Failure to report for work and not notifying Supervisor (No call-No show).	Written Reprimand	3 Days Suspension	Termination
2	Improper conduct, sleeping while on duty, or Disorderly Conduct while on or off duty.	Written Reprimand	3 Days Suspension	Termination
3	Insubordination or disrespect to a Supervisor or Manager.	Written Reprimand to 2 Days Suspension	3 Days Suspension to Termination	Termination
4	Unreasonable delay or failure to carry out assigned duty or task.	Written Reprimand	3 Days Suspension	Termination
5	Unauthorized solicitation and/or distribution of written or printed material of any kind.	Written Reprimand	3 Days Suspension	Termination
6	Refusing to assist or cooperate to uphold the integrity of Akal, or cooperate in administrative investigations or inquiries.	Written Reprimand to 2 Days Suspension	3 Days Suspension	Termination
7	Violation of written or verbal rules, regulations, or policies (Akal or client).	Written Reprimand to 2 Days Suspension	3 Days Suspension	Termination
8	Failing to perform supervisory duties as required by a task or operation.	Written Reprimand to 2 Days Suspension	3 Days Suspension	Termination
9	Conducting personal affairs during work that effects job performance.	Letter of Counseling	Written Reprimand	3 Days Suspension to Termination
10	Tardiness.	Letter of Counseling	Written Reprimand	3 Days Suspension to Termination
11	Spreading rumors or talking negatively about the company/ policies/ personnel.	Letter of Counseling	Written Reprimand	3 Days Suspension to Termination
12	The destruction, defacing, or loss of property in your charge.	Reimbursement and 2 Days Suspension to Termination	Reimbursement and Termination	
13	Engaging in harassment or discrimination, or engaging in sexual activity while on duty.	3 Days Suspension to Termination	Termination	
14	Refusing to follow orders or perform assigned duties.	2 Days suspension to Termination	Termination	

Note: Potential disciplinary action includes reduction in rank for incidents involving supervisors and managers.

AKAL SECURITY DISCIPLINARY ACTION MATRIX

Ref. No.	Offense or Job Deficiency	First Offense See Note #1	Second Offense See Note #1	Third Offense See Note #1
15	Leaving work station without authorization.	3 Days Suspension to Termination	Termination	
16	Unauthorized release of Akal and/or police information.	Written Reprimand to Termination	Termination	
17	Falsification of official documents, or omission of facts in any written or verbal statement of record.	Written Reprimand to Termination	Termination	
18	Unauthorized/Unethical use of authority or credentials.	Written Reprimand to Termination	Termination	
19	Negligent behavior that affects job performance including but not limited to: misuse of weapons or equipment, playing video games, reading, allowing unauthorized persons on client premises, watching television, or sleeping.	Written Reprimand to Termination	Termination	
20	Engaging in violence or abuse or other behavior affecting Akal's or our client's reputation, including but not limited to: fighting, verbal or physical violence, threatening or intimidating behavior, offensive language, or disorderly conduct.	Written Reprimand to Termination	Termination	
21	Arrest and/or reasonable belief of violations of Federal, State or Municipal Laws- Felony, serious misdemeanor or moral turpitude.	Suspension pending adjudication		
22	Accepting gratuities for protection, special consideration, and/or favors.	Termination		
23	Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or similar substances on duty.	Termination		
24	Conviction of violations of Federal, State or Municipal Laws - Felony, serious misdemeanor or moral turpitude.	Termination		

Note: Potential disciplinary action includes reduction in rank for incidents involving supervisors and managers.

Section 8.0

Documentation and Reporting

The heart of Quality Control lies in the systematic collection of quantitative performance data for gap analysis and prompt corrective action. These actions form the basis for continuous quality improvement, a fundamental aspect of program management at Akal.

This Quality Control Plan includes reporting instruments that will be used by Akal personnel to gather program data ensure NAME OF COMPANY receives quality performance, service and superior value:

Customer Satisfaction Survey Report

- *Provided to:* NAME OF COMPANY representatives
- *When:* Semiannually
- *Conducted by:* Branch Manager

Security Officer Survey

- *Provided to:* Akal security officers and shift supervisors
- *When:* Semiannually
- *Conducted by:* Branch Manager and/or Project Manager

Supervisor Checklists

- Supervisor Performance Report
- Quality Control Inspection Report
- *Conducted by:* Project Manager and Branch Manager

Security Officer Checklists

- Officer Performance Report
- Certifications, ID Cards, Licenses, Permits, and Firearms Qualifications Report
- Post Inspection Checklist
- Quality Control Inspection Report
- *Conducted by:* Supervisor and Project Manager

Examples of Survey and Checklist forms used to collect quality data are included in **Section 9.0 (Attachments)**

Section 9.0 Attachments (Reporting Documents)

This section includes working documents for collection and analysis of quality-sensitive data from program activities.

Checklists, Logs and Surveys

- Officer Performance Report
- Certifications, ID Cards, Licenses, Permits, and Firearms Qualifications Report
- Post Inspection Report
- Supervisor Performance Report
- Quality Control Inspection Report
- Customer Satisfaction Survey Report

OFFICER PERFORMANCE REPORT



Officer's Name (Last, First, M.I.):		Project Location:	Post No:
Date of Inspection:	Inspecting Officer's Printed Name (Last, First, M.I.):	Inspection Type: <input type="checkbox"/> Routine <input type="checkbox"/> Re-Inspection	

1. Duty Book Inspection Items:

	Good	Fair	Poor	Areas Marked "Poor" require comments
A. Log/Reports Completion/Legibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Performing Duties as Described	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Knowledge of Emergency Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Awareness/Alertness for Explosives/ Terrorist Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
F. Helpfulness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Responsiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
H. Reliability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
I. Preparedness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
J. Overall Job Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
K. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

2. Comments:

Use the back of this form for additional remarks/comments

3. Rating:

Overall Inspection

Please circle one

1	2	3	4	5	6	7	8	9	10
LOW							MEDIUM		

4. Officer's Acknowledgment:

5. Supervisor's Signature:

6. Distribution:

- Contract Manager
- Officer
- Personnel File

CERTIFICATIONS, I.D. CARDS, LICENSES, PERMITS, AND FIREARMS QUALIFICATIONS REPORT



Officer's Name (Last, First, M.I.):		Project Location:	Post No:
Date of Inspection:	Inspecting Officer's Printed Name (Last, First, M.I.):	Inspection Type: <input type="checkbox"/> Routine <input type="checkbox"/> Re-Inspection	

1. Possession of the Following Valid Items:

	Yes	No	Areas Marked "No" require comments
A. Company I.D. Badge	<input type="checkbox"/>	<input type="checkbox"/>	_____
B. Guard Registration Card	<input type="checkbox"/>	<input type="checkbox"/>	_____
C. Facility Access Badge (if required)	<input type="checkbox"/>	<input type="checkbox"/>	_____
D. Baton Permit	<input type="checkbox"/>	<input type="checkbox"/>	_____
E. First Aid/CPR Card	<input type="checkbox"/>	<input type="checkbox"/>	_____
F. Firearms Permit	<input type="checkbox"/>	<input type="checkbox"/>	_____
G. Driver's License or State ID	<input type="checkbox"/>	<input type="checkbox"/>	_____
K. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
L. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____

2. Comments:

Use the back of this form for additional remarks/comments

3. Rating:

Overall Inspection

Please circle one

1	2	3	4	5	6	7	8	9	10
LOW							MEDIUM		

4. Officer's Acknowledgment:

5. Supervisor's Signature:

6. Distribution:

- Contract Manager
- Officer
- Personnel File

POST INSPECTION REPORT



Post _____

Date _____

DESCRIPTION

Post Requirements

RATING/COMMENTS

Excellent/Above Average/Satisfactory/Improvement Needed/Unacceptable

Post Orders

Current Post Orders Complete _____
Log Book in good condition _____

Record Keeping

Sign-in Sheets verified and accurate _____
Logs and IRs maintained in orderly manner _____
Pass-ons completed, maintained in orderly manner _____
Pass-on signed by S/Os _____

Training

Training of S/Os current per post requirements _____

Equipment Maintenance

Inventory Report current for all equipment _____
Equipment repaired or replaced as needed _____

Supervision

Patrol Supervision upholds exemplary standards _____
OPRs & PARs completed as required _____
S/Os training is current _____
S/Os needs are being served _____

Client Contact

Client communication maintained regularly _____
Client receives appropriate reports _____
Client is satisfied with service _____

Communications & Reporting

Appropriate reports turned into office _____
S/Os communicate with office _____
Office follows up on all communications _____

Overall Evaluation

Most areas are: _____ excellent
_____ above average
_____ satisfactory
_____ improvement needed
_____ unacceptable

Additional comments: _____

I understand this evaluation of the supervision and general condition of the status of the post.

Supervisor _____ Date _____

Evaluating Officer _____ Date _____



SUPERVISOR PERFORMANCE REPORT

Post _____

Date _____

Post Supervisor _____

DESCRIPTION

RATING/COMMENTS

Post Supervisor Responsibilities

Excellent/Above Average/Satisfactory/Improvement Needed/Unacceptable
Post Orders

Current Post Orders Complete

Log Book in good condition

Record Keeping

Sign-in Sheets verified and accurate

Logs and IRs maintained in orderly manner

Pass-ons completed, maintained in orderly manner

Pass-on signed by S/Os

Training

Training of S/Os current per post requirements

Equipment Maintenance

Inventory Report current for all equipment

Equipment repaired or replaced as needed

Supervision

Upholds Exemplary Standards

OPRs & PARs completed as required

S/Os training is current

S/Os needs are being served

Client Contact

Communicates with the client regularly

Turns in appropriate reports

Client is satisfied with service

Communications & Reporting

Turns in appropriate reports

Communicates with office

Follows up on all communications

Overall Evaluation

Most areas are: _____ excellent
_____ above average
_____ satisfactory
_____ improvement needed
_____ unacceptable

Additional comments: _____

I understand this evaluation of the supervision and general condition of the status of the post.

Supervisor _____ Date _____

Evaluating Officer _____ Date _____



QUALITY CONTROL INSPECTION REPORT

Security Officer's Name (Last, First, M.I.):		Project Location:	Post No:
Date of Inspection:	Inspecting Officer's Printed Name (Last, First, M.I.):		Inspection Type: <input type="checkbox"/> Routine QC <input type="checkbox"/> Re-Inspection QC

1. Security Officer is:

☐

Present at post

☐

Not at assigned post

Indicate the post assignment times:

Starts

Ends:

2. Identification/Certification:

Yes

No

Comments (Required for items marked "no")

Current Firearms Card

☐☐

Valid Driver's License

☐☐

First Aid/CPR Card

☐☐

Current ID Card

☐☐

3. Equipment, Uniform, and Accessories

Is uniform neat, clean, and complete? Is all equipment/accessories present and in proper working condition?
Does the Security Officer present a professional appearance and demeanor?

☐

Yes

☐

No

4. Are the correct records and logs being maintained as required? (check break officers entries)

☐

Yes

☐

No

5. Remarks concerning security officer's performance, training status, or other information
(continue on back for additional space):

6. Security Officer's Signature:

7. Signature of Inspecting Official:

CUSTOMER SATISFACTION SURVEY REPORT



Akal Security is continually looking at ways to improve the services we deliver on our projects. In order to help achieve our goal we have adopted a program designed to measure our service level and aid in evaluating the various processes involved in its delivery. We would appreciate your help by completing the following questionnaire and returning it to us. An envelope is included for your convenience.

Agency:	Prepared By:	Date:
---------	--------------	-------

SERVICE FACTORS	Degree of Importance	Degree of Satisfaction			
	<i>How important to you are each of the service factors?</i>	<i>Rate the degree of satisfaction with the service by checking the appropriate box</i>			
	<i>Please use each number only, once</i>	Completely Satisfied	Somewhat Satisfied	Somewhat Dissatisfied	Completely Dissatisfied
Reliable and Punctual security personnel	1 2 3 4 5 6 7				
Professional appearance of security personnel	1 2 3 4 5 6 7				
Stable security personnel	1 2 3 4 5 6 7				
Legible, accurate, and comprehensive reports	1 2 3 4 5 6 7				
Good security personnel interpersonal skills	1 2 3 4 5 6 7				
Comprehensive trained security personnel and adherence to post orders	1 2 3 4 5 6 7				
Other (<i>Specify</i>)	1 2 3 4 5 6 7				

Comments:

Use the back of this form for additional remarks/comments

Check box if you wish to have a member of Akal management contact you concerning these or other issues:

☐

RECOGNIZING THE 25TH
ANNIVERSARY OF AKAL SECURITY

HON. JOE WILSON

OF SOUTH CAROLINA

IN THE HOUSE OF REPRESENTATIVES

Wednesday, October 26, 2005

Mr. WILSON of South Carolina. Mr. Speaker, I am proud today to congratulate Akal Security, the second largest U.S.-based security guard company, on its twenty-fifth anniversary. Since 1980, Akal Security has grown from just a handful of earnest entrepreneurs to almost 15,000 employees in 48 States and around the world.

Today, the company provides 80 percent of guards for the Department of Justice's Marshals Service and, through a subsidiary, 80 percent of cleared American guards for embassy construction. Akal's employees work in several Bureau of Immigration and Customs Enforcement detention centers, airports and military installations; Federal Protective Service operations; and local government and commercial properties.

Although the tremendous growth of this company is important, I am also impressed by the unique inspiration of its founders and their continued record of hiring disabled veterans.

Gurtej Khalsa and Daya Khalsa, the founders of Akal Security, incorporate the practices of Sikh Dharma into their day-to-day business lives. They describe Sikh Dharma as a peaceful, monotheistic religion brought to the West from India by Yogi Bhajan, who was only the fourth religious leader to receive a joint resolution of recognition from Congress.

Akal Security also has a distinguished history of hiring veterans of law enforcement and the military, including many decorated heroes and even a few U.S. Marshals. These veterans are patriotic, experienced, and committed to their jobs. This year, Akal Security received the Large Employer of the Year Award from the Disabled American Veterans organization for the company's continued commitment to serving disabled Veterans.

Today, I am pleased to congratulate Akal Security on its remarkable record of accomplishment over the past 25 years.

LOCKHEED

FEDERAL CREDIT UNION

2340 Hollywood Way, P.O. Box 6759, Burbank, CA 91510 • (800) 328-LFCU • (818) 565-2000 • www.lockheedfcu.org

August 26, 2002

Gurutej Singh Khalsa
Founder/Sr. Vice President
AKAL Security
P.O. Box 1197
Santa Cruz, NM. 87567


Dear Sir:

Recently I was requested by the President/CEO of the Universal City Credit Union to assist him in providing security for a meeting of approximately 100 participants that involved some very sensitive and confidential information presented to the audience by the Board of Directors of the credit union. A previous meeting by the same audience had been canceled due to the hostile nature and conduct of the audience who were all credit union members.

I contacted AKAL Area Manager Tony Perez and he responded with a staff of guards that were without a doubt the most professional and well-trained guards that I have ever worked with. The leadership of Area Manager Perez and Operations Manager Frank Alvarez was the best that I have EVER experienced. Not only did they supply me with an outstanding guard staff, they also attended the meeting and stayed (4) hours until it concluded without any incidents or problems.

I received calls from Mr. Thomas Ott the President/CEO and Patrick Cary the Attorney for the Universal City Credit Union thanking me for providing the best and most professional security staff and leadership that they had ever contracted for. Please convey to Tony and his staff my thanks for a "Job well done".

Sincerely,


Gerald R. Rossler, CPP, CFE
Assistant Vice President
Safety & Security



WASHINGTON, D.C.

JOHN SHADEGG
U.S. CONGRESSMAN
THIRD DISTRICT
ARIZONA

April 7, 2003

Ms. Shannon Guerra
Sales Manager
Akal Security
3150 N 24th St., # A-214
Phoenix, AZ 85016-7396

Dear Shannon:

Congratulations on Akal Security being named a finalist in the Better Business Bureau Ethics Awards in the fourth category.

It is a pleasure to join your industry colleagues and the community in recognizing Akal Security for this achievement. The success of Akal Security from its inception in 1980 is truly commendable.

Best wishes for continued growth and success!

Sincerely,

John Shadegg
Member of Congress



City of Tucson
Tucson Water
Department

DATE: September 22, 2004

TO: Ken Lieberman
Akai Regional Manager

FROM: Allan Tarket
Tucson Water Dept
Risk Coordinator

SUBJECT: Service Acknowledgement

Daer Mr Lieberman,

The City of Tucson awarded Akai the contract for City security services February 2004. Part of that contract is to provide services to several of Tucson Water Facilities. Since the onset of the contract, Akai has demonstrated professionalism and a willingness to provide timely support to our organization.

Besides the routine day to day assignments, Akai has been able to provide emergency staff support for several last minute assignments. This response includes the continued professional demeanor and image your officers have demonstrated many times on previous occasions.

I attribute this success with the working relationship that Akai has not only demonstrated with their employees, but with me as the contact for Tucson Water.

It is a pleasure working with your local staff.

Sincerely,

Allan Tarket



November 10, 2004

Dear Mr. Steve Smith;

Congratulations to you for your WorkSource Pierce Business Connection Program 2004 Best Practice in Workforce Development in Washington State.

I commend you and your colleagues for your dedication and vision in establishing your important career support program. I appreciate your commitment to strengthening the economy and the lives of future generations, which in turn, guarantees our economic and workforce skills advantage as a state and nation.

I am committed to partnering with you as you reach your lofty program goals for our community to strengthen our state's ability to address workforce challenges. What you are endeavoring to do is not easy, but nothing worthwhile ever is easy. You are a true catalyst for positive changes in our workforce practices. Your vision ensures the needs of our workforce, as well as our businesses, will be adequately addressed in an ever growing global economy.

Congratulations again for winning this important award. Please keep me abreast of opportunities where I can support you and your colleagues. I wish you all the best and you have my deepest respect for your efforts.

Sincerely,


Maria Cantwell
United States Senator

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF IOWA
www.iand.uscourts.gov

CHAMBERS OF
MARK W. BENNETT

Chief Judge, U.S. District Court
P. O. Box 838
Sioux City, Iowa 51102

712/233-3909

FAX 712/233-3913

Internet Address:
Mark_Bennett@iand.uscourts.gov
BUZZLEGAL@aol.com

September 1, 2005

Don Rehm
Contract Manager
Akal Security Co.
P.O. Box 1197
Santa Cruz, New Mexico 87567

Duane Walhof
Supervisory Deputy
United States Marshal Service
Northern District of Iowa
320 Sixth Street
Sioux City, IA 51101

Richard Wimberly
Director Federal Services
Akal Security Co.
1110 Kingwood Drive, Ste. 203
Kingwood, TX 77339

Tobin Michael
COTAR Deputy U.S. Marshal
Northern District of Iowa
101 St. Street SE
Cedar Rapids, IA 52401

RE: Sioux City Court Security Officers

Dear Gentlemen:

It is once again, with gratitude and pride, that I send a letter concerning the Court Security Officers who serve our federal building in Sioux City, Iowa. Our tight knit group consists of eight men, six full-time and two part-time. Because we remain one of the busiest trial courts in the nation, the part-timers are still, unfortunately, forced to work full-time shifts – the fact that the past year and a half has been the busiest of my tenure as a district court judge since 1994 hasn't helped matters. Records indicate that in the past 12 months our CSO's have logged 2,400 criminal hours, 510 civil hours and 200 bankruptcy hours for a total of 3,110 hours. It is hard to believe that eight men could pull off such a major feat – but they did . . . and they did it brilliantly!

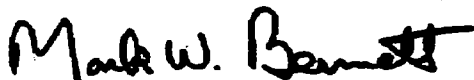
As you may recall, four judges, Senior Judge Donald O'Brien, Magistrate Judge Paul Zoss, Bankruptcy Judge William Edmonds, and myself, work in the Sioux City Federal Building and Courthouse. Our judges have been extremely busy since I last corresponded with all of you in February of 2004. In fact, we faced quite a challenge in the fall of 2004 and the spring of 2005 when I presided over two separate death penalty trials – each lasting over two months. These two trials alone could have kept our CSO's busy for the five combined months. However, the courthouse did not shut down during these trials and, in addition to covering trials and hearings for Senior Judge O'Brien, Magistrate Judge Zoss and Judge Edmonds, we invited visiting judges to preside over those criminal trials that I was unable to get to. A daunting task for our CSO's to say the least. However, the team handled it with their usual aplomb. No complaints, no

negative comments - just focused work and attention to detail. Unbelievably, the CSO's maintained their goal of always having two men in the courtroom during a trial. Of course, many sacrifices were made on their part. It is with this letter that I hope to bring such sacrifices to light so that these eight men will hopefully be recognized and rewarded for their hard work and extraordinary dedication. I know I speak on behalf of all of the judges when I say that the CSO's go above and beyond the call of duty to keep our surroundings safe.

As you may recall from previous letters, after every jury trial I ask the jurors to fill out an evaluation form. One of the questions on that form asks if the courtroom staff (including Court Security Officers and Deputy Marshals) was courteous and pleasant. Here are responses from jurors who spent many hours and days with the CSO's - those jurors serving on the two death penalty juries, "Couldn't have asked for better treatment", "The security officers were great! They made our time there very comfortable", "Everyone was very helpful and considerate of our needs and wants. A great group of people", "John did a good job with the food. Everyone was pleasant and very professional." The quote that really struck me states, "The CSO's and Marshals were wonderful. They deserve more recognition than I can give them. Their conduct was professional but treated us like friends. The courts should be extremely proud." It is the mixture of professionalism and companionship that makes our CSO's stand out from all others. This juror is correct, the CSO's do deserve more recognition and the court is extremely proud of them!

The federal building could not run without the service and dedication of Bill Abbe, Gery Swanson, Gene Persinger, Denny Feauto, Don Bremer, Arlen Dean, Rick Saunders and their stalwart leader, John Sanders. I hope we can add to the ranks of these professional and dedicated men. Thank you for your consideration of this letter. If you should have any questions, please do not hesitate to call me.

Sincerely,



Mark W. Bennett
Chief Judge

MWB/jg



U.S. DEPARTMENT OF JUSTICE

United States Marshals Service

Southern District of West Virginia

James D. Dawson, United States Marshal

300 Virginia Street - Room 3602
Charleston, WV 25301

March 17, 2003

COPY

Mr. Richard Wimberly
Director, Judicial Security Program
AKAL Security, Inc.
1110 Kingwood Drive, Suite 203
Kingwood, Texas 77339

Dear Mr. Wimberly:

On March 12, 2003, United States Attorney General John Ashcroft made a visit to the Charleston, West Virginia, federal court facility. This visit was for the purpose of addressing the Joint Terrorism Task Force and the Department of Justice employees. With the concern for security at an elevated level, a considerable amount of planning and time was expended by the U.S. Marshal's Service and the FBI in preparation for this visit. Additional personnel were required to accomplish a secure location in order for this visit to be conducted. The court security officers in the Southern District of West Virginia were part of this mission in providing such a secure location. Court Security officers from three of our sub-office locations were tasked with assisting the district office CSO's in accomplishing this mission.

During the Attorney General's visit I had the opportunity to witness the conduct and professionalism displayed by the combined CSO work force. Their efforts played a significant role in the successful completion of providing the secure atmosphere needed. I have expressed my appreciation to the lead CSO, Jim Pauley, for the excellent work that was performed under his direction. I believe it would only be proper to extend my appreciation to you as well and thank you for providing this group of experienced professionals.

Sincerely,

James D. Dawson
United States Marshal

CC: Roy Jones
Jim Pauley



GARY LOCKE
Governor

STATE OF WASHINGTON

OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 753-6780 • www.governor.wa.gov

November 10, 2004.

Steve Smith, Chief of Guards
AKAL Security
MS55, Building 2007, Room 33
Fort Lewis, WA 98433

Dear Steve:

I am pleased to honor the WorkSource Pierce Business Connection with a *Governor's Award for Best Practice in Workforce Development in Washington State*. This public-private partnership is a shining example of what can be accomplished when leaders of vision work together to address community needs.

This innovative project created a single point of contact for business-related services. By coordinating efforts with local economic development boards and a diverse array of companies, the Business Connection offers a wide range of valuable resources to employers and employees. These include finding and screening qualified workers, scheduling interviews, providing information on training opportunities, and organizing hiring events.

The results are impressive. More than 1,400 businesses throughout Pierce County now use Business Connection services. Last year alone, its staff referred over 25,000 skilled applicants to local businesses and of these, approximately 2,000 were hired. This is good for families, good for business, and good for our state's economy.

I applaud you and all of those who contributed to the success of this endeavor. Please accept my warm congratulations on receiving this special distinction.

Sincerely,

A handwritten signature of Gary Locke in black ink.

Gary Locke
Governor



The Commander's Certificate

Presented to: FORT CAMPBELL DIV OF AKAL SECURITY

For

After September 11, 2001, Department of the Army recognized the urgent need for increased security at our military installations. After thorough evaluation, DA turned to contract security guards to address the concerns and implemented a nation wide program with AKAL Security. At Fort Campbell, this program has been a huge success from the start with "our" security guards immediately joining the team and overcoming numerous initial obstacles. Today, your staff provides an invaluable service through an aggressive access control program and mission essential vulnerable area protection and consistently demonstrates the utmost professionalism and unquestionable commitment. This superb performance reflects the highest degree of credit for your company and will serve as the backbone for even greater relations with this installation.



Given this 2nd day of September, 2004 .

Thomas R. Turner
Major General, U. S. Army
Commanding



*King
County
Coalition
Against
Domestic
Violence*

September 7, 2005

Scott McCarthur, Sr Program Manager
Microsoft Threat Management Unit
One Microsoft Way
Redmond, WA 98052

Dear Scott:

The King County Coalition Against Domestic Violence is pleased to inform you that the Microsoft Threat Management Unit has been selected to receive one of five Take Action Against Domestic Violence Awards along with Susan Solaro of Microsoft! Each year we present five individuals or groups with an award to recognize their remarkable efforts to end domestic violence in our communities. Taunya Hilfrink of Microsoft felt that you had made such an effort and submitted your name for consideration. Congratulations on being chosen as one of our five award winners!

We applaud your outstanding work to end domestic violence and would like to present you with this award at our Take Action Awards Reception to be held at the Seattle City Hall Bertha Knight Landes Room on October 27, 2005, from 4:30 to 6:30 PM. Everyone from your group is invited to attend and you are welcome to bring a guest.

Please RSVP to Kathy 206-568-5454 or kathy@kccadv.org as soon as possible as space is limited. Please include names and email addresses for everyone attending and please tell us who will be present to accept the award.

Once again, congratulations! We will be honored to see you at the reception.

Sincerely,

Merril Cousin

Merril Cousin
Executive Director
King County Coalition Against Domestic Violence

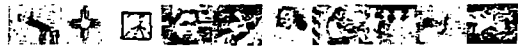
1419 S Jackson, #103 Seattle, WA 98144

voice: 206.568.5454

fax: 206.568.5462

TDD: 206.860.0127

email: kccadv@drizzle.com



National Hispanic Cultural Center

MEMORANDUM

To: Sgt, Jack Jones, Chief of Security, AKAL Security
From: Gene V. Henley, Deputy Director, NHCC
Date: 05/19/05
Re: Letter of Commendation

On behalf of the National Hispanic Cultural Center, I would like to personally thank you and AKAL Security for the fantastic job you and your firm do for the NHCC.

Our two institutions have been associated since the beginning (over five years) and it is one of the best relationships we have with any firm.

I appreciate the dedication, professionalism, common sense and good judgment demonstrated by you, your staff and your firm.

As a state institution, we are often under a variety of limitations and constraints, either due to rules, regulations or budget, you and your firm have been extremely flexible in dealing within those parameters and I am truly grateful for such considerations.

I am very impressed with the way your firm treats its officers. I am delighted to have been a part of providing your officers with an excellent benefit package, designed to attract and retain the best men and women for our facility.

If you wish, you may include me in any list of satisfied clients and feel free to use this letter as an endorsement of you and your firm. Should you ever have a need, please don't hesitate to provide my contact information to any potential client.

Once again, thank you for the excellent job you do for the NHCC!

**STATE OF NEW MEXICO
DISABILITY DETERMINATION SERVICES
3121 AMHERST NE
ALBUQUERQUE, NEW MEXICO 87107
FAX# 505-841-5724 PHONE# 505-841-5600
TOLLFREE# 1-800-432-5868**

June 22, 2005

TO: AKAL Management

I would like to personally thank and commend the staff at AKAL for their services provided over the past four years. All of the upper management, support personnel/schedulers/ receptionists, guards stationed permanently at our facility, and everyone else that I as Physical Security Officer have come in contact with have done a tremendous job/duty to fulfill their contract with the Social Security Disability Determination Services. Any time a situation has been presented AKAL was prompt in their response. Communication has always been great.

Again, thank you for the continued excellent services and a special thanks to Deborah Lucas.

Respectfully,

Joyce B Dominguez
Exec Sec/Adm Asst
Human Resources
(505) 841-5709

Texas Workforce Press Release

FOR IMMEDIATE RELEASE

DATE: November 4, 2005

MEDIA CONTACT: Larry Jones

PHONE: (512) 463-8556

Akal Security and Central Texas Workforce Board Honored at Texas Workforce Conference

BELTON – Akal Security, Inc. was named the 2005 Texas Workforce Employer of the Year at the Ninth Annual Texas Workforce Conference held from November 2 through 4 in Houston. Akal, which also won an Employer Award of Excellence, was nominated by the Central Texas Workforce Board for the award. The board also was recognized with the Service To Workers Award.

“Through foresight and collaboration with others, Akal has been a true partner for economic development in Central Texas,” said TWC Chair Diane Rath. “Effective regional planning depends on the collaboration of private enterprise and local government. Akal and the Central Texas Workforce Board should both be proud of the contributions they have made to local workforce development.”

When Akal Security received the national contract to secure U.S. military bases, the Central Texas Workforce System understood its responsibility. Akal Security selected the Central Texas Workforce System to meet its staffing needs. The plan allowed Akal Security to focus on providing security on military bases, while the workforce centers addressed Akal Security’s employee screening and hiring needs.

Akal Security brought more than 560 new high wage, in-demand jobs to the Central Texas area. To fully prepare its newly hired workforce, Akal provided an intensive 120-hour training course.

Using the Central Texas Workforce System’s tiered service structure, the contract provided basic services at no additional charge and customized services using a fee-for-service structure. The collaboration of Akal Security with the Central Texas Workforce System was recognized by the U.S. Chamber of commerce as one of two models nationally selected to participate in a Web cast promoting “Employer Focused One-Stops: Business Getting the Most for their Investment.”

“Congratulations to Akal for its tremendous contribution to the local workforce,” said Texas Workforce Commissioner Representing Employers Ron Lehman. “The partnership of Akal and the Central Texas Workforce Development Board exemplifies how employers and local boards can join forces to benefit everyone and strengthen the area’s workforce.”

-more-

Workforce Awards

The Employer Award of Excellence honors employers who are actively involved with their local workforce board and have made a positive impact on employers, workers and the community. Akal's human resource needs expanded when the security company arrived at Fort Hood in October 2003. Senior executives faced ensuring the safety of military bases, while soldiers are deployed around the world. Last year, more than 200 job openings were filled after Central Texas Workforce screened 3,400 job seekers, primarily veterans and disabled veterans, who applied for security guard positions. Screening included high-security background checks, credit checks, physicals and drug screening. Currently, the workforce includes 351 veterans and 133 disabled veterans. The American Legion and Disabled American Veterans (DAV) Awards recognized Akal for hiring disabled veterans, and their efforts were acknowledged with the National DAV Large Employer Award in August 2005.

"Akal in partnership with the Central Texas Workforce Development Board has played a vital role in strengthening the local workforce," said Commissioner Representing Labor Ronny Congleton. "Congratulations to Akal for their many contributions to workforce development."

The Central Texas Workforce Development Board received the Service To Workers Award for demonstrating a commitment to Texas workers through local coordination of efforts resulting in significantly improved services to workers. Through its innovative approach to meeting worker needs, hiring, training, upgrading skills, retaining jobs, transitioning workers and involving the community, Central Texas demonstrated service integration and collaboration with employers and other community resources resulting in benefits gained by workers in the community.

The Central Texas Workforce System is one of 28 local workforce development boards located throughout the state. The board serves Bell, Coryell, Hamilton, Lampasas, Milam, Mills and San Saba counties. The primary goal of TWC and the workforce boards is to meet the needs of Texas employers through locally designed, employer-driven workforce development initiatives and services. All employers, as well as workers and job seekers, are eligible to take advantage of these services.

The Texas Workforce Commission is a state agency dedicated to helping Texas employers, workers and communities prosper economically. For details on TWC and the programs it offers in unison with its network of local workforce development boards, call (512) 463-8556 or visit www.texasworkforce.org.

###

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
HOU-000511162-10**PRODUCER**Marsh USA Inc.
401 South Boston Avenue, Suite 800
Tulsa, OK 74103-4016
Attn: Melanie Walker 918.586.7907

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A LEXINGTON INSURANCE COMPANY

COMPANY

B AMERICAN HOME ASSURANCE CO

COMPANY

C INSURANCE COMPANY OF THE STATE OF PA

COMPANY

D TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

072107-AKAL-Maste-05-06

INSUREDAKAL SECURITY, INC.
PO BOX 1197
SANTA CRUZ, NM 87567**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

3

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2156200	10/01/05	10/01/06	GENERAL AGGREGATE	\$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ EXCLUDED
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ INCLUDED
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> SIR \$500,000				FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ EXCLUDED
B	AUTOMOBILE LIABILITY	CA 1469394 (AOS) CA 1469395 (TX)	10/01/05	10/01/06	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY	335772	10/01/05	10/01/06	EACH OCCURRENCE	\$ 15,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 15,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 5541057 (AOS) WC 5541092 (CA) WC 5541056 (WI)	10/01/05	10/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE-POLICY LIMIT	\$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
D	OTHER EMPLOYEE DISHONESTY	101173275	10/01/05	10/01/06	LIMIT	100,000
					DEDUCTIBLE	1,000
D	EMPLOYEE DISHONESTY - LA COUNTY	103827239	10/01/05	10/01/06	LIMIT	500,000
					DEDUCTIBLE	10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF INSURANCE

CERTIFICATE HOLDERAkai Security
P O Box 1197
Santa Cruz, NM 87567**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Clyde Weathers

Clyde Weathers

MM1(3/02)

VALID AS OF: 09/30/05



AKAL
SECURITY, INC.
P.O. Box 1197
Santa Cruz, NM 87567
888-325-2527
Fax 505-753-7820
Alarm Division: 505-983-9726

INVOICE NO.	22488
DATE	11/07/00

CUSTOMER
Jane Smith
A.B.C. Company, Inc.
1234 Alphabet Lane
Zeeville, XY 12345-6789

SERVICE LOCATION
A.B.C. Company, Inc.
1234 Alphabet Lane
Zeeville, XY 12345-6789

TERMS: Due Upon Receipt

CUSTOMER NO. 30020

P.O. NO.

Description	Quantity	Unit of Measure	Price	Amount
Guard Services	168.000	Hours	15.00	2,520.00

Sample Invoice

Flat Rate

PLEASE PAY FROM THIS INVOICE UPON RECEIPT NO STATEMENT SENT UNLESS REQUESTED	PAGE 1 OF 1	Sub-Total	2,520.00
			146.48
		TOTAL	2,666.48

▼ TO INSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:

Jane Smith
A.B.C. Company, Inc.
1234 Alphabet Lane
Zeeville, XY 12345-6789

PLEASE SEND REMITTANCE TO:

AKAL SECURITY, INC.
Attn.: Accounts Receivable
P.O. Box 1197
Santa Cruz, NM 87567

Customer No.	30020
Job No.	30021g
Invoice No.	22488
Invoice Date	11/07/00
Amount Due	2,666.48
Amount Remitted	



AKAL SECURITY, INC.

P.O. Box 1197
Santa Cruz, NM 87567
888-325-2527
Fax 505-753-7820
Alarm Division: 505-983-9726

INVOICE NO.	22489
DATE	11/07/00

CUSTOMER

Jane Smith
A.B.C. Company, Inc.
1234 Alphabet Lane
Zeeville, XY 12345-6789

SERVICE LOCATION

A.B.C. Company, Inc.
1234 Alphabet Lane
Zeeville, XY 12345-6789

TERMS: Due Upon Receipt

CUSTOMER NO. 30020

P.O. NO.

Description	Quantity	Unit of Measure	Price	Amount
8/13/00 - 8/19/00				
Guard Services - Supervisor	40.000	Hours	17.00	680.00
Guard Services - Regular	128.000	Hours	15.00	1920.00
Security Equipment	168.000	Hours	1.00	168.00

Sample Invoice

Split Rates

With Separate Line Item for Equipment

PLEASE PAY FROM THIS INVOICE UPON RECEIPT NO STATEMENT SENT UNLESS REQUESTED	PAGE 1 OF 1	Sub-Total	2,768.00
			160.89
		TOTAL	2,928.89

▼ TO INSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:

Jane Smith
A.B.C. Company, Inc.
1234 Alphabet Lane
Zeeville, XY 12345-6789

PLEASE SEND REMITTANCE TO:

AKAL SECURITY, INC.

Attn.: Accounts Receivable
P.O. Box 1197
Santa Cruz, NM 87567

Customer No.	30020
Job No.	30021g
Invoice No.	22489
Invoice Date	11/07/00
Amount Due	2,928.89
Amount Remitted	



SECURITY

JAMIE

DAY

DATE _____

SHIFT

ASSIGNMENT

TIME

ACTIVITY

DISPOSITION

[illegible]

AKAL SECURITY, INC. INCIDENT REPORT

Corporate Office • 7 Infinity Loop • Espanola, NM 87532

Page ____ of ____ IR#

On subsequent pages, fill in IR#, DATE, TIME, CITY, CLIENT

Level of Defense Used by Officer(s):

***Level 2 and above fax to Corporate (505) 753-8689**

DETAILS OF INCIDENT: (Check all applicable boxes)

DATE OF INCIDENT _____ ☐ Vehicle Accident
 TIME OF INCIDENT _____ ☐ Property Damage / Loss
 CITY _____ ☐ Injury, Akal Employee
 CLIENT _____ ☐ Injury, Other Individual
 ADDRESS _____
 POST _____ # _____

☐ 1 (Verbal) ☐ 3 (Non-lethal Weapon)
☐ 2 (Unarmed) ☐ 4 (Lethal Weapon)

Police Report Filed: ☐ Yes ☐ No

Name of Police Department _____ Case # _____

- | | | | | | |
|---|--|--|---|---|--|
| <input type="checkbox"/> Alarm Response | <input type="checkbox"/> Death / Unknown Cause | <input type="checkbox"/> Homicide | <input type="checkbox"/> Policy Compliance | <input type="checkbox"/> Shoplifter | <input type="checkbox"/> Trespassing |
| <input type="checkbox"/> Armed Robbery | <input type="checkbox"/> Drunk Subjects | <input type="checkbox"/> Loitering in Public Place | <input type="checkbox"/> Prowler | <input type="checkbox"/> Suicide | <input type="checkbox"/> Unknown Disturbance |
| <input type="checkbox"/> Assault | <input type="checkbox"/> Family Fight / Domestic | <input type="checkbox"/> Narcotics Related | <input type="checkbox"/> Sex Offense / Harassment | <input type="checkbox"/> Suspicious Person | <input type="checkbox"/> Unsecured Area |
| <input type="checkbox"/> Auto Theft | <input type="checkbox"/> Fight / Public Affray | <input type="checkbox"/> Parking Violation | <input type="checkbox"/> Shooting | <input type="checkbox"/> Suspicious Vehicle | <input type="checkbox"/> Vandalism |
| <input type="checkbox"/> Burglary | <input type="checkbox"/> Fire Call | <input type="checkbox"/> Patrol Close Watch | <input type="checkbox"/> Stabbing | <input type="checkbox"/> Theft / Larceny | <input type="checkbox"/> Weapons Involved |
| <input type="checkbox"/> Other / Summary Description: _____ | | | | | |

Exact Location of Incident: _____

Names of Police Officers / Badge #'s / Unit #'s: _____

TYPE OF PERSONS INTERVIEWED: (V) Victims, (W) Witnesses, (S) Suspects, (OPI) Other Persons Interviewed:

TYPE	NAME	ADDRESS	ID#

NARRATIVE OF INCIDENT

(Use additional sheets if necessary to complete description)

REPORTING OFFICER'S NAME (PLEASE PRINT CLEARLY)

ADDRESS, ID #

REPORTING OFFICER'S SIGNATURE

TODAY'S DATE

SUPERVISOR'S SIGNATURE

ATTENTION:



- ☐ BRANCH MANAGER/OIC
- ☐ STATIONARY POST
- ☐ PATROL
- ☐ SCHEDULING
- ☐ BILLING
- ☐ PAYROLL
- ☐ SALES

Date _____

Name of person writing this report _____

Nature of Pass-on _____

Pass-on Information

Signed _____

[illegible]

White - Attention Copy Yellow - CSM Pink - Dispatch Gold - Client File
Photocopy Additional Attention Copies as Needed



LICENSE NO. PPO 9871
RECEIPT NO. 32700237

PRIVATE PATROL OPERATOR



VALID UNTIL JANUARY 31, 2007

Bureau of Security and Investigative Services
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-9002
(916) 322-4000

AKAL SECURITY INC
12145 MORA DR., STE 485
SANTA FE SPRINGS CA 90670-3773

In accordance with the provisions of
Division 3, Chapter 11.5 of the
BUSINESS AND PROFESSIONS CODE,
the company named herein is issued a
Private Patrol Operator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

ST-100-100-100-100



Statement of Earnings

AkAl Security Inc.

Check Date: 10/31/2005 Check #: 273864

Pay Period: 10/9/2005 THRU 10/22/2005

Gossett, Ray

SSN: ***-**-9651

Employee Type: Full Time - Unarmed

Exemptions: Fed S 00 State S 00

Employee #: 78068

HOURS AND EARNINGS						NON-TAX COMPENSATIONS			TAXES		
Description	Rate	CURRENT		YTD		Description	This Period	YTD	Description	This Period	YTD
		Hours	Earnings *	Hours	Earnings						
Guard - Regular	10.250	40.00	410.00	1670.25	17120.06				Federal W/H	118.56	2914.61
Doubletime	20.500	16.00	328.00	20.25	415.13				FICA	61.01	1467.13
Overtime	15.375	16.00	246.00	250.75	3862.97				Medicare	14.27	343.13
Guard Holiday Not Worked				48.00	492.00				CA W/H	20.92	553.38
Guard Holiday Worked				56.00	861.00				CA State Disa	10.63	255.53
Guard Training				1.00	10.25						
Guard Vacation				80.00	820.00						
Total		72.00	984.00	2126.25	23581.46				Total	225.39	5533.78

TAXABLE COMPENSATIONS						OTHER INFORMATION		
Description	Rate	CURRENT		YTD		Description	This Period	YTD
		Hours	Earnings	Hours	Earnings			

SPECIAL COMPENSATION						
Description	CURRENT			YTD		
	Rate	Hours	Earnings	Hours	Earnings	

TAXABLE DEDUCTIONS						
Description	This Period	YTD				

Summary						
	Gross Earnings	FICA Taxable	Federal Taxable	Taxes	Other Deducts	Net Pay
Current	984.00	984.00	984.00	225.39	0.00	758.61
YTD	23581.46	23663.46	23663.46	5533.78	0.00	18129.68

Payroll Check
Emp. No. 78068
AKAL
 SECURITY, INC.
 LOS ANGELES PAYROLL ACCOUNT
 P.O. BOX 1197
 SANTA CRUZ, NM 87567-1197

Bank of America
 New Mexico
 95-32 / 1070

 PAYROLL ACCOUNT
 Check Number
273864
 Date

Pay ***Seven Hundred Fifty Eight DOLLARS and Sixty One CENTS***

10/31/05

To The
Order
Of
 Ray K Gossett
 250 East Pleasant Valley Road,
 #113
 Oxnard CA 93033

\$*****758.61

 VOID AFTER 60 DAYS
 AUTHORIZED SIGNATURE



KEY PERSONNEL
Leonard Alan (Al) Irwin

Proposed Position: Regional Director, Southern California

Experience

- | | |
|-----------------------|--|
| 2003 – Present | Regional Director, Los Angeles County Contracts, Akal Security <ul style="list-style-type: none">• Oversight of security guard contracts for the County of Los Angeles: USC Medical Center, Harbor-UCLA Medical Center, Rancho Los Amigos Medical Center, Ingleside Hospital, and 21 health clinics |
| 2002 – 2003 | Project Manager, Akal Security <ul style="list-style-type: none">• County of Los Angeles, USC Medical Center and 21 health centers• County of Riverside, DPSS and CPS |
| 2000 – 2002 | Court Security Officer, U.S. Marshals Service
Los Angeles, California |
| 1996 – 2000 | Regional Manager, Auto Driveaway Company |
| 1988 – 1996 | District Chief of Staff, State Senator Ruben S. Ayala's Office
Los Angeles, California |
| 1959 – 1988 | Captain, Lieutenant, Sergeant, Officer, California Highway Patrol
Sacramento, California |
| 1957 – 1959 | Police Officer, City of Ontario, California |
| 1954 – 1961 | U.S. Army Reserve, 6th Army, 387 MP Battalion |

Education

- | | |
|-------------|--|
| 1965 | Mt. San Antonio College, Walnut, California (9 units) |
| 1957 | Crafton Hills College, Los Angeles, California (15 units) |
| 1954 | Chaffey College, Rancho Cucamonga, California (9 units) |
| 1953 | Chaffey High School, Ontario, California |

Training

- | | |
|-------------|--|
| 1957 | Riverside Sheriff's Academy, Riverside, California |
| 1959 | California Highway Patrol Academy, Sacramento, California |

KEY PERSONNEL

John H. Nutt

Position: Chief, Government Facilities Branch

Experience

2005

Chief, Government Facilities Branch, Akal Security

- Responsible for customer service, quality assurance inspections for Akal's government accounts
- Oversee recruiting and hiring activities and ensure stringent qualification standards are met by all personnel
- Responsible for oversight of classroom and on-the-job training and ensure personnel hold current certifications in required courses and records and documentation are current
- Confirm mobile supervisors conduct post inspections, provide response and close supervision on posts, and provide them with resources and support they need to ensure quality services

2004

Custody Training Officer, Akal Security

- Perform transport and fixed custody assignments, as needed for federal prisoners while in custody under the U.S. Marshals Service
- Conduct routine, and special assigned, custody duties at various locations throughout Southern California
- Assist management with recurring training for Custody Officers and conduct Leadership and Supervisory Training classes for officers and supervisory management personnel at Akal managed customer locations

2003 – 2004

Loss Prevention Manager, The Home Depot, California

- Manage loss-prevention surveillance and apprehension teams within a district of ten stores throughout Kern and Los Angeles Counties
- Conduct internal and external investigations, provide technical-operations training to personnel for inventory control and shrink-reduction methods and procedures
- Conduct surveillance operation for organized retail theft rings and assist local law enforcement with retail loss-prevention methods

1998 – 2003

Custody Officer, Farnham Security Company, Inc.

- Perform transport, and fixed custody assignments, as needed for federal prisoners while in custody under the U.S. Marshals Service
- Conduct routine, and special assigned, custody duties at various locations throughout Southern California in addition

2001 – 2004

District Auditor, The Home Depot, California

- Report directly to a district manager and perform technical auditing of

store operational areas in multiple store locations

1990 – 2001

Los Angeles County Sheriff's Department

- Reserve specialist; assisted sworn personnel in mountain and urban search and rescue, specialized law-enforcement patrols and operations, and public and community relations

1996 – 2001

Loss Prevention Supervisor, The Home Depot, California

- Provide loss-prevention leadership and guidance to approximately 300 associates and 8 management team members, per store, on loss prevention, risk management, physical security, and inventory control issues at multiple store locations
- Conducted internal and external investigations, supervised shoplift apprehension and surveillance teams, conducted shoplift apprehensions, performed store audits, and conducted associate training

1996 – 1996

Security Officer, Fire Protection, Omnisec International

- Conducted routine and emergency fire and security-related duties at a large production and flight-test installation facility
- Conducted detex patrols and initial field investigations, wrote reports and stood fixed posts
- Monitored facility entry and exits via electronic CCTV equipment.
- Performed facility fire prevention and safety inspections; conducted visual inspections of all fire safety equipment; and performed weekly, monthly, and semi-annual testing of fire protection systems

1996 – 1996

Assistant Project Manager, Simplex Time Recorder Company

- Responsible for construction coordination and on site installation of low voltage, fire protection systems at the City of Hope Ambulatory Care facility and others.
- Provided crew supervision, attended construction meetings, performed plan checks and reviews, and coordinated change-order policies for construction.

1995 – 1996

Project coordinator, Grinnell Fire Protection Systems Company

- Performed Construction bid coordination for existing high rise and large commercial structures

1994 – 1995

Sales Representative, Tri-Signal Incorporated

- Performed Construction bid coordination for large manufacturing facilities and aerospace aircraft hanger facilities, primarily at military installation and NASA Dryden facilities

1985 – 1994

Chief Officer, Senior Fire Protection Engineer, Rockwell International, B-1B Flight Operations

- Fire Protection Engineer (Assistant Chief Officer)

- Captain
- Lieutenant (tactical response team)
- Lieutenant (Training Officer)
- Protective Services Officer (FPO-EMT1)

Education

1982 Associate of Arts

Training

1990 – 2000	CPR Instructor
1996 – 1997	Integrity Interview and Interrogation Techniques
1992	National Management Association training Program
1990	HAZMAT First Responder School, Edwards AFB
1989	Nuclear Incident Command School, DOE
1988	Technical Fire Training Instructor Certificate
1988	Instructor Certificate, Flammable Liquids Fire Suppression School
1986	Fire Arson Investigations Training School
1986	Air Police Training School
1985	Basic Security Officer Training
1981 – 1982	EMT.EMT1 A/D Training
1979 – 1980	California State Fire Academy

**KEY PERSONNEL
TROY ALWIN**

Current Position: National Director of Training

Experience

2004 – Present National Director of Training, Akal Security

- Responsible for classroom and on-site training programs.
- Ensures that all Akal officers receive thorough training in accordance with contract requirements.
- Continually develops and refines Akal's training programs and curriculum for managers and supervisors at the branch level.
- Personally conducts advanced training courses at all Akal branches.

2003 – 2004 Branch Manager, Akal Security, Albuquerque, New Mexico

- Responsible for overall security operations, contract management, and business development, ensuring each client's security objective was met.
- Responsible for screening and hiring personnel; administrative functions; human resources management, scheduling, training, and evaluations; field supervision; client satisfaction; and branch financial management.
- Established professional management staff, stabilized existing commercial accounts and added new accounts, and successfully operated within budget.

2002 – 2003 Law Enforcement Agent, New Mexico Lottery Authority

2002 – 2002 Site Coordinator and Instructor, Homeland Security in 31 airports in 11 different states

**2002 – 2002 Criminal Investigator, 2nd Judicial District Attorney's Office
Violent Crimes Division**

2000 – 2002 Agent/Instructor, New Mexico Department of Public Safety

**2000 – 2002 Lead Defensive Tactics Instructor, Firearms Range Master
New Mexico Law Enforcement Academy**

**1999 – 2000 Lieutenant, New Mexico State University Police Department
Field Services Division**

**1996 – 1999 Sergeant, New Mexico State University Police Department
Field Services & Criminal Investigation Divisions**

1990 – 1996 Police Officer, New Mexico State University Police Department

1989 – 1990 Trooper, New Mexico Mounted Patrol

Education

2001	Wayland Baptist University, Public Administration
1991 – 1997	New Mexico State University, Business Administration
1987 – 1989	Albuquerque T-VI, Associate Degree, Criminal Justice
1988	Albuquerque T-VI, Certificate in Law Enforcement I & II- with honors
1986	Eldorado High School

Training

- **Police Officer Certification, New Mexico Law Enforcement Academy, Certification # 91-0122-P**
- **Security Passenger Screener Instructor, US Transportation Security Administration**
- **Defensive Tactics Instructor, New Mexico Department of Public Safety**
- **Ground Control Instructor, U.S. Department of Energy**
- **Firearms Instructor, New Mexico Department of Public Safety**
- **Advanced Handgun, New Mexico Department of Public Safety**
- **Use-of-Force Instructor, New Mexico Department of Public Safety**
- **Law Enforcement Instructor Development, Federal Bureau of Investigations**
- **Physical Fitness SWAT Instructor, New Mexico Department of Public Safety**
- **Physical Fitness Specialist, Cooper Institute, Dallas**
- **Accident Investigation Instructor, New Mexico Department of Public Safety**
- **Burglary Investigation Instructor, New Mexico Department of Public Safety**
- **Verbal Communications Instructor, New Mexico Department of Public Safety**
- **General Police Instructor, New Mexico Department of Public Safety**
- **Bicycle Patrol Instructor Certificate, New Mexico Department of Public Safety**
- **Senior Level Oleoresin Capsicum/Pepper Spray Instructor Course, Federal Laboratories and New Mexico Department of Public Safety**
- **Supervisor Course, Texas and New Mexico Chiefs of Police Association**
- **First Line Supervisor Course, IPTM, North Florida University**
- **Advanced Crime Scene Investigation & Forensic Processing, Las Cruces Police Department**
- **Emergency Medical Technician, Basic Course, UNM School of Emergency Medicine**
- **High Risk Warrant Service, Northwestern Traffic Institute, Northwestern University**
- **Field Training and Evaluation Program, Dona Ana County Sheriff's Department**
- **Investigative Survival Spanish Training Program, Federal Law Enforcement Training Center**
- **At-Scene Motor Vehicle Traffic Accident Investigations, Northwestern Traffic Institute and New Mexico Department of Public Safety**
- **SWAT Conference 2000, Houston, Texas Tactical Police Officer's Association**
- **Win Against Terrorism/WMD, New Mexico Department of Public Safety**
- **Basic Police Bicycle Training, Pima County & Arizona Department of Public Safety**
- **Interviews and Interrogations, IPTM, North Florida University**
- **Incident Command System, Basic Incident Command, New Mexico Department of Public Safety**

KEY PERSONNEL
Joel D. Wiesner, CPP, CIPI

Position: **Regional Training Director for Southern California**

Experience

2004 – Present Regional Training Director for Southern California, Akal Security

- Ensures that all Akal officers in Southern California receive thorough training in accordance with contract requirements.
- Oversees that training is accurately documented in employee personnel records.
- Continually develops and refines Akal's training programs and curriculum for managers and supervisors.
- Oversees training courses taught by assistant instructors and personally conducts training courses.

2001 – 2004 Project Manager, Akal Security

- County of San Bernardino, Arrowhead Regional Medical Center.
- County of Riverside, DPSS.
- County of Los Angeles, USC Medical Center and 21 Health Centers.

2000 – 2001 General Manager, Nationwide Guard Service

1999 – 2000 Accounts Manager, U.S. Guards

1996 – 1999 General Manager AFI Security/Specialized Training Institute

- Responsible for all phases of personnel administration necessary to establish and maintain efficient procedures for monitoring and controlling labor sales.
- Established and maintained high degree of client interaction resulting in long-term relationships and low personnel turnover.

1989 – 1990 General Manager, Patrol Division, Stanley Smith Security Services

- Responsible for day-to-day operations of southern California branch of this national security organization: vehicle maintenance, purchasing, and repair; personnel management, recruitment, and training.
- Evaluated and reorganized hands-on management system, required in areas of fiscal control, administration, and operations.

KEY PERSONNEL
Ronald M. Avenenti

Proposed Position: Contract Director

Experience

Proactive project leadership with experience as an Akal Contract Manager, many years as a manufacturing operations and production manager, and a U.S. Marine Corps drill instructor. Direction of teams in complex environments with focus on operational compliance to standards and quality.

2003- Present

Contract Manager, Akal Security

- Provides day-to-day contract management of site locations according to contract requirements.
- Conducts on-site meetings with contract liaison to discuss performance issues.
- Coordinates and oversees a comprehensive training curriculum for all personnel assigned to specific contract.
- Designs and implements a management-training program for all post commanders and supervisors.
- Reviews all written instructions for content and clarity, and ensures that all personnel have a good understanding of all written directives and post orders.
- Maintains operating budgets within assigned parameters to include overtime, uniform expense, equipment expense, vehicle maintenance, etc.
- Processes invoices on a monthly basis for distribution to the client.
- Maintains the personnel matrix and roster, and ensures that all officers are in compliance with all contract requirements.
- Performs annual evaluations of all personnel assigned to the contract, as prescribed by policies and procedures.

1999- 2003

Production Engineer, Alcan Aluminum Corporation

- Assisted in providing technical support to customers for problem solving and engineering projects related to metal forming.
- Established preventative maintenance program for all machinery.
- Established and maintained effective work relationships within the group, the division, the company, and external customers.
- Established and maintained safe working conditions while enforcing safety rules and regulations.
- Directly responsible for the operation of the can line in an R&D facility.

1996- 1999

Operations Manager, Perfection Can

1994-1996

Production Manager, Reynolds Metals Company

1986-1992

Production Supervisor, American National Can

1979-1986

Production Manager, Metal Box Can

Military

1968-1977 United States Marine Corps

Completed the Drill Instructor Training Course, San Diego, and served as Drill Instructor for three years. Completed the Naval Instructor Training Course, Naval Training Center, and San Diego. Attended the Staff NCO Academy, Quantico, Virginia, and was placed on the Commanding General's honor roll, achieving a 96.4% efficiency rating. Completed numerous self-paced training courses through the Marine Corps Institute Education program to advance his career potential. Honorably discharged with the rank of Staff Sergeant (E-6).

Education

2003-2005 Bachelor's Degree in Business Management, National University

1977-1978 San Diego Mesa College

1973-1974 The University of San Diego

Training

Attended numerous work-related/job-related seminars:

Effective Communication, Team Building, Productive Management, Quality Management, Manufacturing Practice, Effective Writing Skills, Human Resource Development, and Health, Environmental, and Safety Rules and Regulations

KEY PERSONNEL
Adriana Montes

Proposed Position: Account Executive

Experience

- 2001 – Present Business Manager, Payroll Clerk, Akal Security California Regional Office**
- Responsible for processing payroll for over 300 employees under the Los Angeles County contracts.
 - Responsible for Los Angeles County invoicing.
 - Responsible for monthly reports submitted to clients.
- 2000 – 2001 Computer Network Technician, Network Technology Services, Paramount, California**
- Computer and network repair.
 - Participated on a project for Bank of America, updating security settings for 400 workstations.
 - Excelled at solving computer-related problems with hardware and software.
- 2000 – 2001 Customer Service Representative, Carimex International, Vernon, California**
- Helped customers process their orders.
 - Provided clerical tasks and data entry.
 - Maintained showroom.

Education

- 1999 – 2000 Network Technology Diploma, United Education Institute, Huntington Park, California**
- 1998 – 1999 Many courses, East Los Angeles College, Los Angeles California**
- 1995 – 1997 Garfield High School**

Certifications

- 2000 Microsoft Certified Professional**
- 1999 A+ Computer Services Technician**

AKAL

SECURITY

Account #88357

Symetra Benefits

\$10,000 Life Insurance Benefit/AD&D

Level III Dependant Life Insurance

- Spouse \$7500
- Child 14 days to 6 months \$600
- Child 6 months to 19 years \$3750

Medical Insurance Benefit

Hospital Indemnity

- \$400 per day, up to a Calendar Year maximum of 30 days and 500 days lifetime

ICU

- \$800 per day, up to a Calendar year maximum of 30 days and 500 days per lifetime

Substance Abuse

- \$400 per day, up to a Calendar Year maximum of 30 days and 500 lifetime

Mental Health

- \$200 per day, up to a Calendar Year maximum of 30 days and 180 days per lifetime

Skilled Nursing Facility

- \$200 per day up to a maximum of 60 consecutive days per stay and 500 per lifetime

Dr. Office Visit Indemnity Benefit

- \$60 per visit, Calendar Max of \$300
- Outpatient DXL \$60 PV/Max \$300

\$300 Accident Benefit PPPCY

Disability Income Benefit

66 2/3 % of basic weekly earnings, max of \$300 per week/Max benefit 26 weeks

Pharmacy Discount Program

- 15% discount at contracted pharmacies

Surgical Indemnity Benefit

- 100% of eligible expenses up to Calendar year max of \$800

Survivor Benefit

COST OF PLAN:

Employee Cost – \$58.39 per paycheck

Benefit Plan Provided by

Select Benefit

NO deductibles

NO Pre-Existing Conditions

NO Networks

Employee Guarantee Issue

Pays in Addition to Other Insurance

First Dollar Coverage

ADMINISTRATION

Symetra Benefit Administrators is the administrator for Symetra Life Insurance Company. You may call Select Benefits at any time to determine your coverage status or for claims and customer service assistance at 800-497-3699. Please refer to AKAL Security and your account number and give your name and social security number when inquiring about benefits.

If you have any questions, please call:

800-382-2044

9am – 5pm EST

Monday – Friday

Understanding your Plan

Type of Coverage:

This plan includes supplemental health and welfare coverage. You may utilize any legitimate caregiver you wish. **All benefits** (except disability) **include eligible dependants without additional charge.**

Medical Underwriting:

This is essentially a guaranteed issue, with simple enrollment. Proof of Good Health is required for late entrants. Pre-existing requirements have been eliminated.

No Provider Networks

Participants may select any eligible provider of their choice.

Claims: Send claims to:

Symetra Benefits

PO Box 440 101 West Main Street Suite 205 Ashland, WI 54806

Claims are usually paid within 7-14 days. You can check claims and coverage status or contact customer service at **800-497-3699**

ADDITIONAL BENEFITS OFFERED BY AKAL

Group Cancer Plan

- Coverage offered guaranteed issue(no health questions)
- Can select basic or enhanced plan

Voluntary Dental Plan

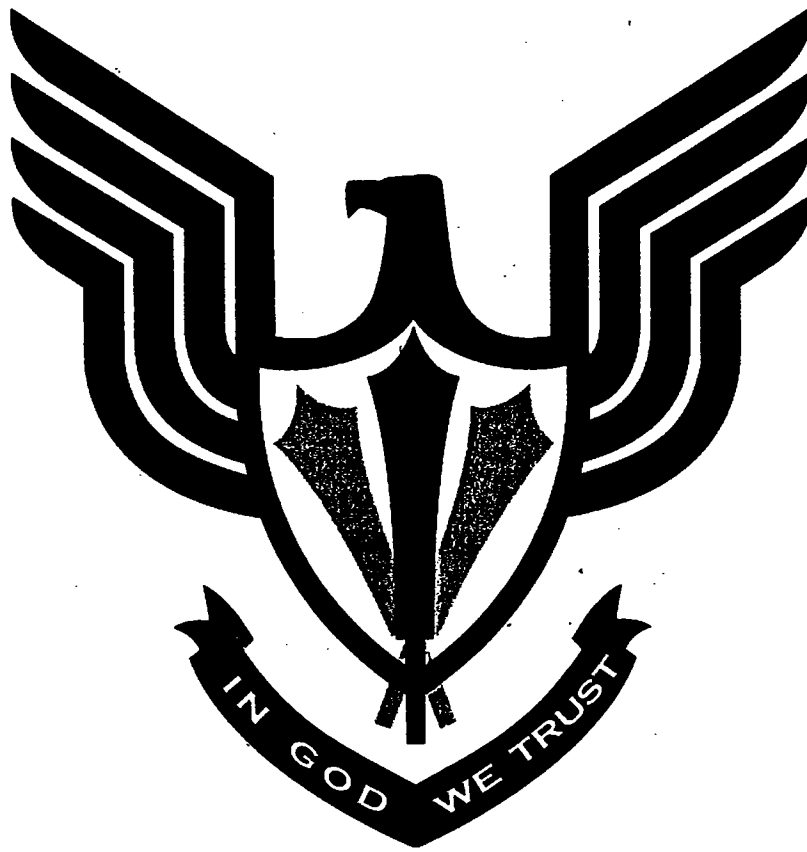
- Preventative, Basic & Major services covered
- Indemnity based plan
- In and Out of Network coverage

Voluntary Life

- Guarantee issue up to \$100,000
- Dependent coverage
- Double indemnity for accidental death
- Triple Indemnity for accidental death while wearing seatbelt

AKAL

S E C U R I T Y



SAMPLE TRAINING COURSE OUTLINES

PHASE 1 CURRICULUM
POLICY MANUAL

COURSE OUTLINE

OVERVIEW

Akal Security is dedicated to providing superior security services and maintaining a reputation of trust, competence, and public recognition for excellence in the security industry. This Block of training provides the Security Officer (SO) with a comprehensive description of all SO policies, procedures, and performance standards.

GENERAL POLICY

Student Policy Manual Page 7

The **Goal** of security officers is to make their best efforts to protect life and property within the jurisdiction of the boundaries of the client by whom we have been contracted.

The **Primary Objective** of security officers is to *deter crime by visible presence* to prevent the risk of loss, or criminal activity resulting in injury, loss of life or destruction of property.

The **Secondary Objective** of security officers, in the event that a crime has been committed or is in progress, is to *observe and report* to the appropriate authorities. If a security response is required that is beyond the skills of the officer, contrary to the policies of Akal Security, or outside the boundary of the contracted area of the responsibility or directives of the client, security officers observe and report to the appropriate authorities.

Action on the part of the officer is restricted to the boundaries of the private property for which Akal's services are contracted

Officers are required to request back-up before entering potentially volatile altercations, or approaching suspicious persons or vehicles in unauthorized areas.

Officers are required to receive, pass-on and obey all orders from OIC or Post Supervisor.

While on duty officers are responsible for complying with Akal Security **POLICIES** and **POST ORDERS** or work orders.

No weapon or equipment may be worn by an Akal officer while on duty without training and certification through Akal Training Academy or an Akal approved course in the proper use of that equipment.

All personnel are required to memorize **Radio Ten-Codes** and comply with **Radio Standard Operating Procedures**.

IMAGE , DEMEANOR, AND UNIFORM CODE OF CONDUCT

Image is the SO's presentation to the public.

Demeanor is the image in action.

Student Policy Manual, Pages 13-15

Courtesy is behaving toward the public with respect and in a professional reserve. Obviously, this excludes personal prejudices, sexual innuendo, or any kind of behavior that is likely to make a normal person feel uncomfortable, demeaned, or insulted by the SO.

Officers must bear in mind that while in uniform, they must conduct themselves as guardians and servants of the public according to the highest ethical standards.

Mental alertness and physical condition of the SO make a significant impact on the perception of the SO by the public.

Any requests made by the client to an officer shall be obeyed unless contrary to company policy.

UNIFORM DRESS CODE POLICY

Student Policy Manual, Pages 16-19

It is Akal Security policy as well as law in most states that all Security Officer personnel be uniformed while on duty. Strict standards are applied to the wearing of the uniform and this policy shall govern those standards.

Uniforms will be cleaned and pressed and worn so as to make a professional impression.

Note to instructor: Demonstrate the proper wearing of the uniform.

SAFETY POLICY

Safety policies are regulations which enable Akal officers to avoid preventable accidents and discharge their responsibilities in ways that insure maximum safety and protection to themselves, the client, the public and Akal's or others' property.

Failure to comply with safety policy can have serious consequences, resulting injury, property damage, loss of business or reputation, and even loss of life.

Injured officers are required to immediately submit to drug and alcohol testing, and to immediately report injuries to OIC.

OIC confirms injured employees obtain medical treatment.

Failure to report injuries or accidents will further compound the problems and the results.

When requested by the Risk Manager, an Incident Review or Vehicle Accident Review is obtained. OIC completes OIC Comments section and submits to the Commander. The Commander verifies the Risk Manager has been notified and

submits all reports to OM. OM submits all reports to the Risk Manager and files copies.

Officers who fail to wear seat belts or comply with the Akal defensive driving procedures, or any other Vehicle Operation Policy, will forfeit the right to operate vehicles for Akal Security in the future and may be subject to other disciplinary action.

Officers qualified and authorized to carry firearms are expected to comply with the Akal Policy on the Use of Firearms and Firearms Safety Policy.

DRUG FREE WORKPLACE POLICY

Student Policy Manual, Page 25

Akal Security officers may not consume alcoholic beverages while on duty or twelve hours prior to reporting for duty, which results in blood alcohol content exceeding the legal limit while on duty.

Akal Security officers may not consume illegal drugs at any time while in the employ of Akal Security.

This policy does not represent Akal Security's entire drug and alcohol policy, nor does it exclude other lawful drug and alcohol testing policies and procedures.

SEXUAL HARASSMENT & EQUAL OPPORTUNITY POLICY

Akal Security insists on a professional work environment and will not tolerate any form of harassment or discrimination that violates any individuals right to equal opportunity under the law.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

It is the policy of Akal Security, Inc. to provide employment and all aspects of employment without regard to sex, race, color, religion, national origin, age or for qualified handicapped individuals, disabled veterans or Vietnam era veterans.

Have student sign Policy Manual stating they have read and understand these policies.

DISCIPLINE, GRIEVANCES & THE CHAIN OF COMMAND POLICY

Any officer who has committed a violation or infraction of the policies contained herein, is subject to disciplinary action.

Disciplinary action may vary from a Corrective Interview to suspension or termination, and will vary with the extent of the violation.

In all disciplinary actions and in hearing of all grievances, the chain of command will be followed.

All supervisory personnel of Akal Security have the responsibility to hear the grievances of those for whom they are responsible, but must present their grievances in writing to be submitted to their immediate supervisors.

EQUIPMENT AND VEHICLE OPERATION POLICY

Student Policy Manual, Pages 28-30

Officers should sign-out all equipment, handle equipment responsibly and conscientiously throughout the shift, and return equipment in the condition in which it was issued.

No person shall operate a company vehicle for personal use without prior approval from CMDR.

Drivers of company vehicles are responsible for keeping the interior clean.

Akal personnel must operate vehicles in the line of duty in accordance with the law (i.e. no reckless driving, must have driver's license, etc.)

Akal officers are to report equipment damage or loss, vehicle accidents or any damage occurring to vehicles used in the line of duty to OIC immediately.

GENERAL USE OF FORCE POLICY

Student Policy Manual, Pages 37-40

Under no circumstances is the use of force justified in an opportunistic situation to take advantage of weakness or disabilities of others.

Security Officers are justified in the use of reasonable force, or the minimum force necessary to stop the action or reduce the threat to the officer or others within Akal's area of contractual responsibility.

To minimize the risk of injury to the officer, no officer will chase after or engage in pursuit of any subject, either on foot or by vehicle.

Officers shall not draw or exhibit their equipment unless the circumstances surrounding the incident create a reasonable belief that it may be necessary to use the equipment in conformance with this policy.

Officers shall in no circumstances practice unnecessary brutality.

USE OF FIREARMS POLICY

Deadly force is defined as that force which is intended to cause serious bodily injury or death, or which creates some specific degree of risk that a prudent person would consider likely to cause such injury or death.

Deadly force may be used to protect oneself or others from what the officer believes to be an immediate threat of serious bodily injury or death.

Firearms carried on duty must meet the approval of an Akal Firearms Instructor, be not smaller than 9mm and not larger than .45 caliber.

Warning shots shall not be fired: they limit an officer's alternatives in controlling a situation.

NEGLIGENCE POLICY

Student Policy Manual, Pages 45-46

An act of negligence is any unreasonable action taken by an officer that could or does result in injury, property damage, loss of business or reputation, or loss of life.

No matter how serious the act of negligence, or omission, failure to report will further compound the problem and the results.

It shall be the responsibility of each officer to document any report pertaining to public safety or the protection of a client or property.

Any officer who is considered negligent while operating a company vehicle will forfeit the right to operate a company vehicle in the future.

Officers who are found to be negligent with firearms will have their FAQ status revoked for a minimum period of ninety days, with no maximum, and may be subject to termination.

Officers whose negligence is found to result in injury or death to another person, will be immediately terminated and may be subject to prosecution and criminal charges.

CONCLUSION

It is necessary that Akal's Security Officer Policies enable us to provide the best customer care, performance, competence, and overall service to our customers. That is why it is vital that everyone take part to ensure the safest, friendliest, efficient, and most effective working environment. It is our goal that by abiding by these policies, the mission of long-term partnerships with customers and long-term employment with Security Officers be reached.

PHASE 1 CURRICULUM

BASIC SECURITY TRAINING

COURSE OUTLINE

MISSION STATEMENT

Akal Security is dedicated to a mission of building long-term partnerships with our clients, our employees, and the community around us; as well as providing customized high quality security services and maintaining a reputation of trust, competence, and public recognition for excellence in the security industry.

Akal Security is committed to hiring quality personnel at all levels of the organization and to providing complete training and effective supervision.

BASIC SECURITY TRAINING INTRODUCTION

The goal of our training program is to give individual officers basic skills and tactics needed in private security to enable them better to meet the security objectives in their assigned areas of responsibility.

This training program was developed as a result of extensive experience in the private security industry. Just as public law enforcement officers are expected to be well trained in all aspects of their work, a similar responsibility is conferred on private security officers.

Akal officers are encouraged to continue with their training well beyond this basic course, and always remember to stay safe.

SECURITY OFFICER JOB DESCRIPTION

The officer maintains the strict standards of the Akal professional image to the public.

The officer thoroughly understands and complies with Akal Security Policies, and strives to promote personal and professional advancement and on the job effectiveness.

When faced with a security emergency requiring immediate action, this officer responds with the minimum force necessary to deter the risk of injury, loss of life, destruction of property or any criminal action.

GUIDELINES FOR REPORT WRITING

Most clients never actually see the officer on the job. Often, the sole determining factor upon which they judge the quality of the service is based on what they read in the written log.

Logs are to be professional, since the people who have to read the reports depend upon the clear, thorough, and accurate reporting of our actions.

When we provide professional reports to our clients, it increases the level of respect and authority of our officers.

The SO is responsible for the following reports:

1. Employee Sign-In Sheet,
2. First Report of Accident,
3. Incident Report,
4. Mileage Reimbursement,
5. Officer Feedback Report,
6. Pass-on,
7. Payroll Inquiry,
8. Post Sign-In Sheet,
9. Schedule Change Request,
10. Schedule Data,
11. Shift Log,
12. Vehicle/Equipment Discrepancy Report

RADIO SOP

The object of these procedures is to provide officers with a better understanding of the radio itself and to make the phonetic alphabet and special coding a consistent understanding among all officers.

Our officers are trained to be as emotionless as possible when transmitting, regardless of the situation, because emotion tends to distort the voice and makes it hard for others to copy the transmission.

Radio Traffic Is Prioritized As Follows:

1. Emergency
2. In-Progress Crime
3. Accidents
4. Routine Traffic
5. Cancellations

Mobile units will always give their unit no. and location when responding, and no officer will be denied back up or assistance when he/ she requests it.

IMAGE AND DEMEANOR

Image and Demeanor represent at least 50% of an officer's effective impact. A professional image is imperative for security officers to maintain competence.

Image is magnified when in uniform. Uniform must be clean and neatly pressed, appropriate badges and patches must be worn according to the Uniform.

Akal officers strive to be friendly and compassionate rather than trying to create fear in relationships. They respond with calmness and clarity and project being in service to others to protect them.

Akal officers maintain strict, firm discipline by personal example, walking as symbols of courage, trust, friendship, service, and protection.

BASIC TACTICS

Privately security tactics is the application of personnel and equipment to a threatening situation in order to eliminate the threat level against the officer, the public and the security objective.

While normal operations are primarily concerned with the deterrence of threat to property and life, emergency operations are concerned with reduction, containment or elimination of threat.

Tactical thinking is a prepared officer's ability to anticipate threatening situations and to create a tactical plan that will eliminate the threat.

Factors to be included in tactical plan are:

The officer's level of experience, threat level, # of adversaries, location and availability of cover, distance between the officer and the adversaries, possible escape routes, innocent by-standers in the area, light and darkness

Akal Officers train to deal with all 4 types of threats:

Verbal Threat: avoid escalating the threat level, have suspects leave the area without incident.

Unarmed Threat: employ defensive tactics including locks, holds, come-alongs, and take-downs to physically subdue the suspects in order to effect detention and arrest

Non-Lethal Threat: be alert and ready to employ deadly force if the situation does escalate, result in disarming and arrest.

Deadly Force: take whatever steps necessary to reduce the threat level, justified in drawing weapon

CONFLICT MANAGEMENT

Conflict Management meets a specific need in providing officers with insight and a working understanding regarding the nature of human aggression and violence, particularly from those undergoing extreme emotional stress.

This working knowledge maximizes officer survival and minimizes the possibility of assault and injury to the officers and to the public.

An officer may come into contact with violent or heated situations at any time. It is therefore essential that every officer be equipped with the most effective skills to enable him to handle such situations in the most competent and efficient manner possible.

Akal teaches its officers to understand these three basic principles:

1. People call security when they have run out of options.
2. People call security to deal with a situation.
3. People expect the security officer to resolve all problems.

THE STEPS OF CONFLICT MANAGEMENT

- A. Getting the attention of the disputants.
- B. Separation.
- C. Venting and Personal Human Contact.
- D. Distraction.
- E. Reframing.
- F. Resolution or referral.

In order to effectively resolve a conflict, it is necessary to identify the needs of the disputants.

Conflict management tries to create win - win situations.

It is necessary that the officers determine in advance what is a win - win outcome and that they direct the encounter to that end.

The officer(s) must maintain control of the situation and keep enough flexibility to steer the situation back on course whenever it shifts.

The officer maintains neutrality through the use of PHC (Personal Human Contact).

1. **Soft Authority:** You gain control over the situation by speaking in a below normal, soft voice tone.
2. **Modeling:** The officer shows in his own behavior what it is that he expects from the disputants.
3. **Evident Concern:** The officer is concerned about what the disputant considers to be unjust actions of the other disputant, but remains neutral.

When the techniques of separation, venting, and P.H.C. are combined, most hostile individuals will, within 90 seconds to 2 minutes, begin to cool down.

CLIENT SERVICE

The goal of Akal Security is to provide excellent security services to its clients. To reach this goal, Akal is dedicated to achieving superiority on the job performance.

Of equal importance, is to support ongoing communication, good response to security needs, and effective problem solving that meets the client's needs. Client Service is vital to the success of the company.

Successful Client Service requires a team effort from the newest security officer to the Commander of the operation to insure clients receive the best service possible.

AKAL'S FIVE STEPS TO PROBLEM RESOLUTION

- 1.Listen
- 2.Document
- 3.Compile and Review Options to Resolve
- 4.Take Action
- 5.Follow-up

CONCLUSION

With Akal's intensive training for its Security Officers in providing the best customer care, performance, competence, and overall service, it is our goal that the mission of long-term partnerships be reached.

PHASE 1 CURRICULUM

VERBAL SELF DEFENSE & CONFLICT MANAGEMENT

CONTROLLING UNRULY PERSONS AND WORKPLACE VIOLENCE

COURSE OUTLINE

COURSE OBJECTIVES

- *How to effectively prepare yourself to deal with conflict.*
- *How to communicate effectively to quickly diffuse a potentially hostile encounter no matter what type of person you are dealing with.*
- *How to keep "cool" in a hostile encounter (even though you may be quaking in your boots!)*
- *How to analyze a situation to determine how best to defend yourself.*
- *How to effectively deal with specific personality types in a way that puts YOU confidently in control of the situation.*

PREPARING FOR SELF-DEFENSE

- *Know yourself*
- *Abilities and Strengths*
- *Limits and Challenges*

AWARENESS AND CONTROL

- *Anger*
- *Fears*
- *Prejudices*

CONTROL YOURSELF

Plan for all eventualities.

Practice – real and imagined, frequent and successful.

Practice positive thinking and talking

Play it "Cool"!

IDENTIFY WITH YOURSELF AS A PROFESSIONAL.

Being a professional means YOU represent...

the Client...

Akal Security...

your fellow officers...

the Constitution...

NOT YOURSELF!

Remain "Professionally Detached" from personal agendas

SHARPENING YOURSELF FOR SELF-DEFENSE

LEARN TO EXPECT...ACCEPT...AND RESPECT NON-VIOLENT "REASONABLE RESISTANCE" BECAUSE...

We are all Americans;

We ALL have a right to think, feel and act as...

...INDIVIDUALS!

*The public may not always be right, but EVERYONE deserves the right to be treated
with RESPECT!*

IDENTIFYING BEHAVIORAL LEVELS

Anxiety

Defensiveness

Acting Out

Tension Reduction

Communication

Control means the power or authority to guide or manage. It is NOT a negative goal!

The responsibility to communicate is YOURS!

YOUR COMMUNICATION

Content (Only 10% of any conversation.)

Voice (About 30% of any conversation.)

Tone

Inflection

Speed

People will believe your VOICE over your CONTENT!

Non-Verbal – About 60% of any conversation

APPEARANCE – IT COUNTS!

Distance/Stance

Eye Contact

Facial Expressions

People will believe your NON-VERBAL CUES over your VOICE!

Active Listening

Listen.....and LOOK as though you are listening!

Remain neutral.

Hear literally.

Empathize.....don't sympathize.

Accurately interpret – Paraphrase.

DO NOT PARROT-PHRASE!

KEEPING “COOL”

Conscious Breathing

Relaxes muscles.

Brings oxygen to the brain.

Relieves stress.

Internal Dialogue Counting

Soft, soothing counting.

Works effectively with conscious breathing.

DEFENDING YOURSELF UNDER VERBAL ATTACK

- *Situational Analysis*
- *Analyze to determine Who, What, Why*
- *Actively Listen to understand the complaint.*
- *Agree*
- *Do not explain, it will be viewed as an excuse.*
- *DO NOT ARGUE!*
- *Acknowledge - Everyone has a "right" to complain!*
- *Empathize – don't sympathize.*
- *Express Regret (It does not mean you are admitting guilt - and they may be right!)*

Examples:

"I'm sorry you feel that way."

"I'm sorry we give that impression."

THE SNIPER – VERBAL TACTICS AND SECURITY OFFICER RESPONSE

- *Deflect and Redirect!*
- *Get to the "real problem"*

THE GRENADE – VERBAL TACTICS AND SECURITY OFFICER RESPONSE

- *Show genuine concern*
- *Problem Solve*
- *Use "we" words!*

THE ATOMIC BOMB – VERBAL TACTICS & SECURITY OFFICER RESPONSE

- *Placate and pacify – Do NOT argue!*
- *This is NOT a time to discuss rules!*
- *Start "acting"! Try to seem as genuine as possible.*
- *The "Loaded" Gun – Verbal tactics and Security Officer Response*

When you have made a mistake and someone points it out to you.

Ouch!

- *Actively listen to understand the complaint.*

IF YOU ARE LEGITIMATELY WRONG:

- Agree and admit your mistake
- Acknowledge them for bringing it to your attention.
- Let them know you will correct the problem.
- Example: "Yes, you are absolutely correct. Sometimes we officers forget that we also need to follow the rules. Thank you for pointing it out to me. I will [correct the problem] immediately."

IF YOU ARE IN THE RIGHT:

- Acknowledge - Everyone has a "right" to complain!
- Explain why you are right without making an excuse or arguing.
- Example: "I can see why that would upset you. I'm sorry we give that impression but it is necessary for your safety."

Techniques for Handling Unruly Persons

Necessity for the Use of Force

Explanation for the two categories of force: Non-lethal and Lethal Force

Criteria for the Use of Force

Reasonable Force Defined

Review the four levels of force – Levels of Force Defined

- A. Verbal
- B. Hands on defensive tactics
- C. Non-lethal weapons
- D. Lethal or deadly force

Pursuit

Brutality

Unnecessary Drawing of Equipment

Controlling the Escalation of Violence and Conflict Management

Techniques for Handling Unruly Persons

- The nature of conflict
 - A. Kinds of conflict

- B. Approach to conflict and initial confrontation
- C. Identifying the needs of the disputants
- The steps of conflict management
 - A. Separation techniques
 - 1) Wide Z
 - 2) Wide H
 - B. Venting and PHC (Personal Human Contact)
 - 1) Soft Authority
 - 2) Modeling
 - 3) Evident Concern
 - C. Distraction
 - D. Reframing
 - E. Resolution and referral

CRITICAL DECISIONS

RESPONDING TO THE TERRORIST THREAT

COURSE OUTLINE

OVERVIEW

This training block provides the Security Officer with information to enhance awareness of potential terrorist threats, especially commonly used components required in the production of improvised explosive devices, and various types of dangerous weapons and other illegal contraband. The course provides the Security Officer with training in utilizing screening equipment to recognize and detect such items, and so prevent them from being introduced into judicial facilities for which the Security Officer is responsible.

Security Officers should acknowledge that this program is not designed to make them experts in terrorism or bombs or bomb technicians. This information contained in this block of instruction highlights some types of components to enhance awareness of the Security Officer. The Security Officer must realize there are many, many more types of terrorist threats and explosive devices that will not be discussed. The Security Officer should know and respect the fact that "terrorist threats" and "Improvised Explosive Devices" are limited only to the criminal's imagination and skill level.

Segment I: The Terrorist Threat

Slide Show on the threat that Security Officers face

Handout – introductory questionnaire

Effects of an explosion

Segment II: Recognition and Detection

Improvised Explosive Devices – the IED Threat

PowerPoint slide show

Bomb threat scenario and response

Discussion and debriefing

Segment III: Overview of IED

Components of an IED

PowerPoint slide show describing IED examples

Handling bomb threats

Precautions – Standard Operating Procedures

Segment IV: Search Techniques

Search diagrams

PowerPoint slide show describing search techniques

Policy and legal limitations on search techniques

Segment V: Use of Screening Equipment

Reading and understanding color and texture indicators on the X-ray video

PowerPoint slide show

Assessment of 'Threat', 'Possible Threat', and 'No Threat' scenarios utilizing PowerPoint slide show presentation

Segment VI: Disguised Contraband

PowerPoint slide show presentation

Descriptions and video examples of disguised weapons and other contraband

Segment VII: The Internet Connection

PowerPoint slide show

Availability of IED components, other contraband

Black Books Index #1

Summary

Safety First

Our Security Officers are our most important asset

ALWAYS BE ALERT!!

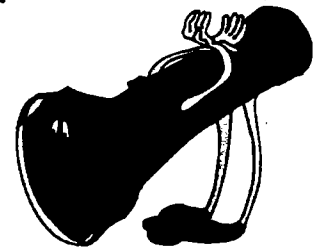
1. Inspect the area for safety hazards
2. Report any safety hazards in your shift log or complete an Incident Report.
Fill out a Pass-On to inform other officers of the hazard.
3. Carry a flashlight and extra batteries available while on duty.
Always take your flashlight on patrol.
4. Use handrails when going up and down stairs. Do not run on stairs or steps.
5. **Watch where you are walking.** Avoid slippery floors and surfaces.
If you must cross an icy or wet surface, walk slowly and flat footed.
Hold onto a handrail or some other solid object.
6. Look around you and behind you. **Be aware of your surroundings.**
7. **Use common sense to prevent injury.** No horseplay while on duty!
8. Use equipment properly and safely.



9. Use all your senses for safety:



- *Look* for hazards
- *Listen* for unusual noises
- *Smell* for smoke or chemical odors
- *Feel* for unusual heat or cold



10. **Never run after or pursue a suspect.**
11. Do not carry large objects that will put you in risk of back injury.



If you discover a hazardous situation and it requires immediate attention, contact your Akal Security Supervisor.

Complete an incident report for all serious hazardous situations.



Safety Policy

Safety policies are in place to help Akal Officers avoid accidents. Akal wants to ensure that our officers, our clients, and the property Akal Security protects are safe.

Failure to comply with safety policy is considered an act of misconduct.

All accidents are preventable!

Reporting Accidents and Injuries

- * All on-the-job accidents and injuries must be immediately reported to the supervisor.
- * Injured employees will see the Akal Medical Provider for a required medical evaluation.
- * Injured employees may be requested to take an alcohol test and/or drug test.
- * Supervisors must notify the corporate risk manager immediately when any accident or injury is reported.
- * Any officer involved in any injury or accident or has knowledge of an injury or accident must submit an Incident Report to the supervisor.

Safely Responding to Emergency First Aid

- * Officers must avoid contact with possible toxic substances such as blood, vomit, or other human excrement unless properly trained, certified, and equipped. Officers may not give mouth-to-mouth resuscitation unless they are trained in CPR.
- * Any officer exposed to possible toxic substances, such as blood, vomit or other human excrement, must seek immediate medical attention and an HIV test.
- * In all situations requiring medical attention, officers are required to activate Emergency Medical Services (EMS) by notifying Akal Dispatch to call 911.

Failure to comply with Akal Safety Policy is considered an act of misconduct.

In such cases, officers are required to submit a written explanation of their actions to the Branch Manager. The Branch Manager may suspend an officer for up to three days or in extreme cases may recommend discharge.

Supervisor Responsibility

Every supervisor is responsible for the safety and health of all employees who report to or are assigned to them. The use of safe methods by employees requires positive action on the part of each supervisor, his or her complete cooperation with branch managers and administrative staff, and the wholehearted acceptance of the following responsibilities:

- * Know and actively enforce all safety regulations, rules and company policies applicable to company operations. Train New Employees regarding Akal safety rules.
- * Coordinate safety activities within your area of responsibility.
- * Detect and eliminate, or report for attention, all unsafe work practices or hazards.
- * Insist on proper use and maintenance of equipment, vehicles and physical facilities.
- * Assure that safety devices and proper protective equipment is used when required.
- * Study, educate employees in, and enforce safety policies and practices.
- * Observe and correct employee's unsafe work habits and unsafe work conditions.
- * Assure that all injured employees receive prompt medical care. Follow up to make sure employees receive necessary treatment.
- * Investigate and report all serious accidents and incidents.
- * Attend and participate in accident prevention meetings when assigned to do so.

Set the standard for safe practices. Be an example!



Rules of the Road

Consciously prepare to drive.

Take a moment before starting the vehicle to *remember to drive safely.*
Look to see what is around you, including distances and mirror/seat check.

Anticipate possible hazards

At intersections slow, stop, or yield right-of-way.

Watch the vehicle ahead of you.

Maintain a safe distance at all times.



Be aware of vehicles behind you.

Create a safe distance for stopping and lane changes.



Be aware of weather and road conditions.

Adjust for inclement weather.

Slow down, yield right-of-way

Avoid being involved in collisions with drivers making dangerous maneuvers.



Safely avoid oncoming vehicles

Move to the right, flash headlights, sound horn or stop.



Watch for pedestrians.

Always maintain mental and physical alertness while driving.

Ask to be relieved if you are not capable of driving safely.
Get plenty of rest before beginning patrol duty.

Report all vehicle accidents and damage immediately.



Report any hazardous vehicles, conditions or problems to your supervisor.

Drive safely!

AKAL
SECURITY

Vehicle Safety

All Akal Security personnel who operate a motor vehicle for Akal, including golf carts, **will comply with the following:**

- * Possess a valid driver's license and must be 21 years old.
- * Attend Akal Security defensive driving class within 2 weeks of driver designation.
- * Understand and agree to Akal Security Safety Policy for vehicle operation.
- * Complete the Akal Security Basic Orientation training.
- * Wear prescription lenses, if required.
- * **Do not use 2-way radio or mobile phone while driving in heavy traffic.**
Pull over to the curb to allow for a safe and clear conversation.
- * **Consciously prepare to drive** before even starting the vehicle.
Perform a vehicle safety check before every shift and record results in patrol logs.
Safety check examines: body damage, windshield for cracks and cleanliness, tire pressure including spare, all fluids, horn, lights, flashers, turn signals, and brake lights.
At each fueling, check oil and note on log.
At least once per shift, a supplemental inspection must be noted on the log.
- * Observe speed limits and traffic regulations.
All patrol inspections will be made at a reduced speed.
- * **Report all accidents immediately** to the Branch Manager, whether or not there is obvious damage.
- * Schedule repairs and maintenance, after authorization by the Branch Manager.
- * Keep patrol vehicles clean. Remove all trash from the vehicle at the end of each shift.
- * **Drive with care.** Carelessness with a vehicle is grounds for reassignment or termination.
- * **Drive only when alert.** Do not operate the vehicle if you do not feel you are 100% alert.
- * Place the vehicle in PARK and turn ignition off before exiting the vehicle.
- * Wear seat belts at all times while the vehicle is in operation.

Akal vehicles are to be used for Akal Security business only. Personal use is prohibited. Passengers are not permitted unless approved by the OIC on duty.

Use of Force

Necessity for the Use of Force

In rare circumstances the use of force is necessary to deter the risk of loss of life, destruction of property, injury or critical action.

It is necessary that the officer be properly prepared and skilled in the application of force. Under no circumstances is the use of force justified in an opportunistic situation to take advantage of weakness or disabilities of others.

Explanation of Force

Use of force is divided into two categories:

- 1) Lethal or deadly force: refer to Akal Security Policy for "Use of Firearms"
- 2) Non-lethal force: Referenced below

Criteria for the Use of Force

Criteria for the use of force shall be determined by what level of force is reasonable to protect the officer, to deter the risk of bodily injury to the client or the public, within the area of Akal's contractual obligation. Reasonable force is the minimum force necessary to stop the action or reduce the threat.

Levels of Force

1. Verbal negotiation and conflict management: First level of force. All efforts must be made to solve problems at the verbal level
2. Unarmed defensive tactics and techniques: Techniques applied when officers are unable to resolve the situation by any other means.
3. Restraint and defensive tools: Tools such as PR-24, baton, or handler shall be applied when officers are unable to resolve the situation by any other means.
4. Use of handguns: Only when the officer or another is in immediate jeopardy of death or great bodily injury.

Brutality

No officer shall go beyond the limitations of what is reasonable in the application of force in the line of duty. No officer shall brutalize or abuse a suspect.

Use of Restraints and Defensive Equipment

Only trained and certified officers may carry restraints, defensive equipment and handguns.

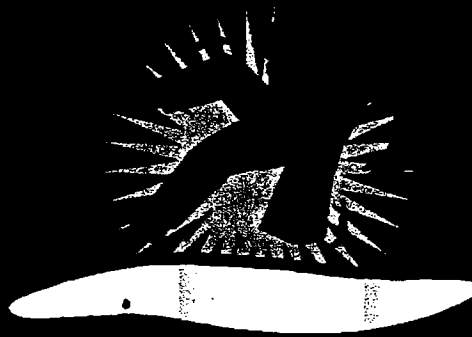
Unnecessary Drawing of Equipment

Officers shall not draw or exhibit defensive equipment unless the circumstances surrounding the incident create reasonable belief that it may be necessary to use the equipment in conformance with this policy.

Winter Safety Tips

SLIPS AND FALLS!! PLEASE BE AWARE

Watch where you
are stepping and
use caution on wet
floors and ice to
avoid slipping.



AVOID SLIPS AND FALLS!!

Slip and fall accidents are a significant factor in injuries that occur, especially during the winter months. Routine walking and touring a facility can become a treacherous activity because of naturally occurring weather hazards or other hazards. Here are a few tips to help prevent this type of injury:

- Use shoes with non-slip soles. The harder and smoother the bottom of the shoes, the more slippery it is. Leather soles tend to be very slippery, especially on ramps or oily surfaces. Soft rubber soles generally provide more traction.
- In the winter time, use gloves to allow you to hold onto hand railings. This will help provide support to ascend or descend slippery stairs.
- Never run down stairs. Whenever possible, use the railing for additional support.
- Inclined surfaces are extremely slippery, especially when they are wet or have ice or snow on them. Use extreme caution when walking over areas with ice or snow on them or go around them completely.

**We care about
your safety and
well-being! Follow
all procedures to
be safe this
winter.**

Please continue reading



If you have any questions regarding any hazardous situation, or have input or suggestions for improved safety, please contact your Supervisor or the Branch Manager.

COLD WEATHER INJURY PREVENTION

Cold can actually injure and we can do something about it! Injuries that are cold related or occur directly from cold can range from uncomfortable to life threatening. You should know what can happen.

INJURY	SYMPTOM	DESCRIPTION
Chilblain	Painful injury	Skin becomes tender, red, swollen, minor blisters can develop
Trenchfoot	Serious injury	Extremity becomes numb, amputation potential
Frostbite	Serious injury	Deep layers of skin freeze, tissue damage, possible permanent damage and loss of frostbitten area
Hypothermia	Life threatening	Body core drops below 95 F, death potential

A Healthy Body is Less Susceptible

- Use moisturizing lotions, lip balm
- Stay in peak physical shape
- Stay active to produce more heat
- Avoid dehydration, drink plenty of water, at least 16 oz. every work hour
- Eat nutritious food
- Avoid alcohol, caffeine and tobacco
- Keep extremities dry

Dress properly

- Proper dress will keep you warm and dry. Wet clothes increase heat loss. The best clothing has good ventilation so moisture can escape.
- Dress in layers, keep clothes clean
 - Wear water resistant boots
 - Wear outer windproof layer
 - Wear cotton close to the body
 - Wear mittens with liners if possible
 - Change socks frequently

If you maintain good physical health, eat and drink properly and minimize contact time to the cold you are more likely to stay healthy.

If you have any questions regarding any hazardous situation, or have input or suggestions for improved safety, please contact your Supervisor or the Branch Manager.

19. FORMS LIST

When specified in the County's solicitation, the various PW and LW forms are included in the appropriate sections in the proposal. This table specifies, for the convenience of the County, their location within this proposal. Several forms are not applicable to Akal's proposal and are included with the designation "N/A" printed as a header. Forms that are not required, or do not logically fit, in specific sections of the proposal are presented in this section, in numerical order, after the Forms List table. The location is listed as "Section 19."

Form	Form Description	Location
PW-1	Verification of Proposal	Section 19
PW-2	Schedule of Prices	Section 6
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form	Section 19
PW-4	Contractor's Industrial Safety Record	Section 19
PW-5	Conflict of Interest Certification	Section 19
PW-6	Proposer's Reference List	Section 7
PW-7	Proposer's Equal Employment Opportunity Certification	Section 19
PW-8	List of Subcontractors	Section 10
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (N/A)	Section 19
PW-10	GAIN/GROW Employment Commitment	Section 19
PW-12	Charitable Contributions Certification	Section 19
LW-2	Living Wage Ordinance – Application for Exemption (N/A)	Section 13
LW-3	Contractor Living Wage Declaration	Section 13
LW-4	Living Wage Acknowledgement and Statement of Compliance	Section 8 Section 9 Section 13
LW-5	Labor/Payroll/Debarment History	Section 8
LW-7	Proposer's Medical Plan Coverage	Section 12
LW-8	Proposer's Cost Methodology	Section 6

VERIFICATION OF PROPOSAL

FORM PW-1

DATE: 11/18, 2005

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: ARMED AND UNARMED SECURITY SERVICES PUBLIC WORKS FACILITIES

DECLARANT INFORMATION

3. NAME OF DECLARANT: AKAL SECURITY, INC. / DAYA S. KHALSA

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE PROPOSER IS: SENIOR VICE PRESIDENT

PROPOSER INFORMATION

6. Proposer's full legal name: AKAL SECURITY, INC.

7. Proposer's fictitious business name or dba (if any):

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor

☒ A corporation:

Corporation's principal place of business: NEW MEXICO

State of incorporation: NEW MEXICO

☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts

President/CEO: SAT NIRMAL K. KHALSA

Secretary: SAT KARM K. KHALSA

☐ A general partnership:

Names of partners:

☐ A limited partnership:

Name of general partner:

☐ A joint venture of:

Names of joint venturers:

☐ A limited liability company:

Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

X 2001

Name(s) SOPURKH K. KHALSA	Title PRESIDENT	Phone (505) 753-7832	Fax (505) 753-8689
Street 1A RAM DAS GURU PLACE	City ESPANOLA	State NEW MEXICO	Zip 87532
Name(s) DAYA S. KHALSA	Title VICE PRESIDENT	Phone (505) 753-7832	Fax (505) 747-9471
Street 13A PROSPERITY PATH	City ESPANOLA	State NEW MEXICO	Zip 87532
Name(s) SIKI KARM K. KHALSA	Title SECRETARY-TREASURER	Phone (505) 367-1328	Fax (505) 367-1389
Street 72 COUNTRY RD. #119	City ESPANOLA	State NEW MEXICO	Zip 87532

10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

☐ (1) I am making these representations on my personal knowledge;

11. CHECK ONE:

OR

☐ (2) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Proposer or Authorized Agent:

Daya S. Khalsa

Type name and title:

DAYA S. KHALSA, SENIOR VICE PRESIDENT

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: <u>AKAL SECURITY, INC.</u>		
Company Address: <u>7 INFINITY LOOP</u>		
City: <u>ESPANOLA</u>	State: <u>NM</u>	Zip Code: <u>87532</u>
Telephone Number:		
(Type of Goods or Services): <u>ARMED AND UNARMED SECURITY GUARD SERVICES</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>DAYA S. KHALSA</u>	Title: <u>SENIOR VICE PRESIDENT</u>
Signature: <u>Daya S Khalsa</u>	Date: <u>11-18-05</u>

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: PUBLIC WORKS FACILITIES SERVICE BY PROPOSER ARMED AND UNARMED SECURITY
 PROPOSAL DATE: 11-18-05

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2000	2001	2002	2003	2004	Total	Current Year to Date
1. Number of contracts	21	18	13	19	17		17
2. Total dollar amount of Contracts (in thousands of dollars)	6,455,345	20,675,207	28,094,606	44,617,575	51,603,466	154,506,599	43,700,679
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	6	2	3	8	19	38	9
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
6. No. of lost workdays	191	182	482	267	354	1476	122

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

DAYA S. KHARSA

Name of Proposer or Authorized Agent (print)

Daya S. Kharsa

Signature

11-18-05

Date

CONFLICT OF INTEREST CERTIFICATION

I, DAYA S. KHALSA

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) SENIOR VICE PRESIDENT

of AKAL SECURITY, INC.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Subdivision 1 of Subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Subdivision 1 of Subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in Subdivision 3 of Subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Daya S. Khalsa

Date

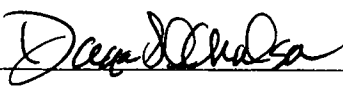
11-18-2005

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	AKAL SECURITY, INC.
Address	7 INFINITY LOOP, ESPANOLA, NEW MEXICO 87532
Internal Revenue Service Employer Identification Number	85-0279473

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	AKAL SECURITY, INC.
Authorized representative	DAYA S. KHALSA, SENIOR VICE PRESIDENT
Signature	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  </div> <div style="width: 35%;"> Date 11-18-05 </div> </div>

GAIN/GROW EMPLOYMENT COMMITMENT

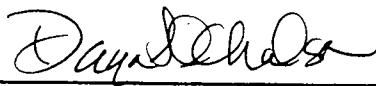
The undersigned:

☒ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title DAYA S. KHALSA SENIOR VICE PRESIDENT
Firm Name AKAL SECURITY, INC.	Date 11-18-2005

CHARITABLE CONTRIBUTIONS CERTIFICATION

AKAL SECURITY, INC

Company Name

7 INFINITY LOOP, ESPANOLA, NEW MEXICO 87532

Address

85-0279473

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(X)

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

(X)

Daya S. Khalsa

Signature

11-18-05

Date

DAYA S. KHALSA, SENIOR VICE PRESIDENT

Name and Title (please type or print)

Bid Detail Information**Bid Number :** PW-ASD 261**Bid Title :** Armed and Unarmed Security Services for Public Works Headquarters Complex**Bid Type :** Service**Department :** Public Works**Commodity :** GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)**Open Date :** 10/26/2005**Closing Date :** 11/21/2005 5:30 PM**Bid Amount :** \$ 550,000**Bid Download :** Not Available**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for a contract for Armed and Unarmed Security Services for Public Works Headquarters Complex. The total cost of this service is estimated to be \$550,000.

Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to, Proposer possessing, at the time of proposal submission, a valid California issued security license to perform the requested work as well as five years' experience in providing security services at facilities of similar size and complexity. Proposers will be required to submit a 10 percent Bid Bond with their Proposals.

If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested from Ms. Leticia Gordo at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

A Proposers' Conference will be held on Monday, November 7, 2005, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, November 21, 2005, at 5:30 p.m. Please direct your questions to Ms. Gordo at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Leticia Gordo**Contact Phone# :** (626) 458-4057**Contact Email :** lgordo@ladpw.org**Last Changed On :** 10/31/2005 2:59:52 PM[Back to Last Window](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: AKAL SECURITY, INC

My County (WebVen) Vendor Number: 05127901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>11,100</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			16	3	1932	725
Hispanic/Latino			15	3	1308	389
Asian or Pacific Islander			9	3	516	215
American Indian			1	0	59	27
Filipino			1	0	15	2
White	1	2	123	15	5101	619

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	33 %
Women	%	%	%	%	%	67 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>Daya S. Khalsa</u>	Title: <u>SR. VICE PRES</u>	Date: <u>11-19-05</u>
---	-----------------------------	-----------------------

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Securitas Security Services

My County (WebVen) Vendor Number: 11764801

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 115,376						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	Publicly		297	103	23,545	12,924
Hispanic/Latino	Traded		213	49	9,477	2,805
Asian or Pacific Islander	Corporation		38	18	3,970	657
American Indian			7	6	515	165
Filipino						
White			1,708	537	45,923	12,419


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	Unknown	as we are	a publicly	traded company	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Branch Manager	Date: 11-18-05
---	-----------------------	----------------

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Diamond Detective Agency, Inc./dba/Cost Services

My County (WebVen) Vendor Number: 36-2697267

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): approximately 950						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	36	25	190	86
Hispanic/Latino	0	0	11	4	28	11
Asian or Pacific Islander	0	0	2	0	5	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	1		41	14	209	66


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President/CEO	Date: 11/18/05
--	-------------------------	-------------------

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: International Services, Inc.

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 1520						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			2	1	208	120
Hispanic/Latino			2	1	237	92
Asian or Pacific Islander			0	0	113	35
American Indian			0	0	7	0
Filipino			0	0	0	0
White	2		3	1	461	235

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	Vice President	11/21/05